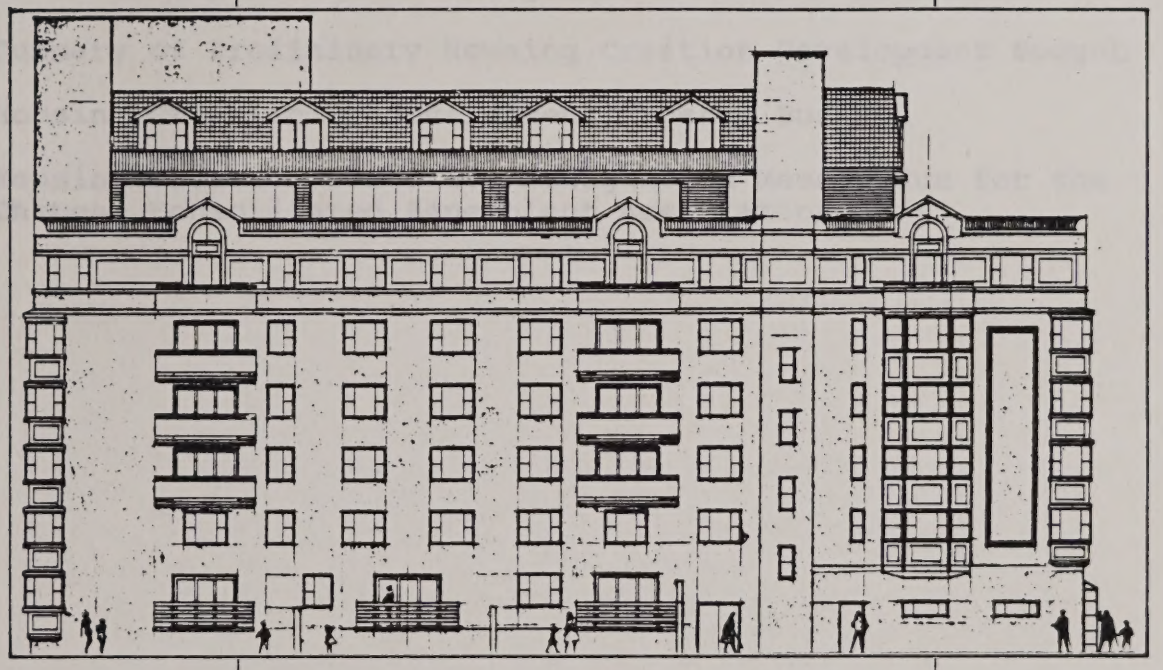
DOCUMENT NO. 4928

# HOUSING CREATION PROPOSAL

by
Perry/Jaymont Venture
for
Chinese Consolidated Benevolent Association Sponsored Housing

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BOSTON REDEVELOPMENT AUTHORITY
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# 1

# HOUSING CREATION PROPOSAL

HOUSING CREATION PLAN
By
Perry/Jaymont Venture
For
180 Shawmut Avenue

The 125 Summer Street Project Linkage Commitment

On July 17, 1986, the Boston Redevelopment Authority approved the Development Impact Project Agreement (DIP Agreement) submitted by Perry/Jaymont Venture regarding the project known as 125 Summer Street. 125 Summer Street is a highrise office building sited on a 31,100 square foot parcel of land at Dewey Square. The 22-story building will contain ground floor retail and service use and accessory parking on five below grade levels.

The office component of the project is expected to occupy approximately 421,000 square feet, which, as set forth in the DIP Agreement and pursuant to Article 26A of the Boston Zoning Code, results in a so-called "linkage payment" or Development Impact Project Exaction due to the city of approximately one million seven hundred and forty-two thousand, two hundred and twenty five dollars ($1,742,225); the precise amount shall be calculated based upon the final plans for which a building permit is granted. Perry/Jaymont has the option of paying this Exaction in seven equal annual installments to the Neighborhood Housing Trust (the "Housing Payment Option") or submitting for approval one or more Housing Creation Proposals which contribute at least an equivalent value to directly aid the development of affordable housing in the City of Boston (the "Housing Creation Option").

Perry/Jaymont Venture has elected to satisfy the Development Impact Project Contribution by means of the Housing Creation Option. Through the submission of this housing creation proposal, Perry/Jaymont seeks to satisfy its linkage obligation.

In order for Perry/Jaymont to meet fully its linkage obligations several things must occur. They include: (1) assent by the Authority to the creation of the CCBA Limited Partnership; (2) determination of the net present value of Perry/Jaymont Venture's linkage upon submission of appropriate documentation; (3) payment of that amount into escrow, (4) assignment of Perry/Jaymont Venture's interest in the CCBA Limited Partnership to the Authority; and (5) request for a certificate of compliance. Assuming satisfactory completion of each of these steps, Perry/Jaymont Venture will have no further involvement in the CCBA project and will have satisfied its linkage obligations. CCBA and the Authority may then proceed to finalize planning for the housing project and obtain final approvals for the final commitment of the Perry/Jaymont Venture linkage funds to the CCBA housing project.

The Housing Creation Partnership

As the 125 Summer Street project is located adjacent to the Chinatown neighborhood of the City of Boston, Perry/Jaymont Venture has chosen to cause the creation of affordable housing in one or more housing development within or adjacent to the Chinatown neighborhood. The developer has entered into a partnership agreement with the Chinese Consolidated Benevolent Association of

New England (CCBA) and its subsidiary, CCBA Realty Corporation, forming a Massachusetts limited partnership known as CCBA Limited Partnership (the "CCBA Limited Partnership") to develop the affordable housing project. The formation of this Housing Creation Partnership was described in the DIP Plan dated July 17, 1986.

The 180 Shawmut Avenue Development

The CCBA Limited Partnership proposes the development of 40 rental units on BRA Parcel 3B-2B at 180 Shawmut Avenue in the South End Urban Renewal Area. The development emphasizes family housing: the unit mix consists of 11 4-bedroom units, 20 3-bedroom units, 5 2-bedroom units and 4 1-bedroom units. The average unit size (net rentable square footage) is 1,150 square feet. An underground garage will provide 27 parking spaces. Common laundry facilities and a community room are also provided. The total building area is approximately 70,945 square feet. The total development cost is projected to be approximately $6.5 million.

The CCBA Limited Partnership will apply for an MHFA construction loan and SHARP interest subsidy which will allow the units to be rented at Section 8 or State 707 rent levels. The Partnership also plans to raise operating subsidies through the use of syndication funds. If the Housing Creation Partnership is successful in obtaining all of the above-mentioned funds, a goal of 66% of the development's units will be affordable to low- and moderate-income families.

Construction is scheduled to begin in the Spring of 1988, and to be completed within 12 months. The affordable units will be maintained as such for a minimum of 15 years.

Demonstration of Need for Linkage Funds

For the CCBA to successfully complete development plans and receive construction and permanent financing for the 180 Shawmut Avenue development, the CCBA must now undertake preliminary feasibility studies and must have sufficient funds to cover the costs of pre-construction legal, design, engineering and consulting services, mortgage application and permit fees, and other miscellaneous mortgagable development costs. These costs are estimated at approximately $250,000 as identified in Section 9.

Provision of Linkage Funds

The $250,000 in preliminary CCBA Limited Partnership funding shall be provided in phases, approximately $69,000 upon approval of this plan as provided for in Section 7.01(c)(i) of the CCBA Limited Partnership Agreement and the balance up to $250,000 after the Final Permit Date as defined in the Partnership Agreement. On the Final Permit Date, as provided in Section 7.01(c)(ii) of the CCBA Limited Partnership Agreement, Perry/Jaymont Venture shall pay into escrow the Net Present Value of Perry/Jaymont Venture's total linkage obligation minus the First Installment of approximately $69,000. It is out of these funds that the difference between the $69,000 and the $250,000 will be drawn as required by CCBA Limited Partnership and subject to the terms of

the housing creation and escrow agreements then in place. It is anticipated that the CCBA Limited Partnership will return to the Trust and Authority with a final proposal, once costs and financing for the housing project are known.

This Housing Creation Plan is not intended to alter Perry/Jaymont Venture's obligations under the CCBA Limited Partnership Agreement with regard to the timing or amount of money owed by it thereunder. It is suggested, furthermore, that Perry/Jaymont Venture assign its interests in the CCBA Limited Partnership to the Authority as agent for the Neighborhood Housing Trust upon payment of its full linkage obligation into escrow and receive in return therefore a certificate of compliance pursuant to the Authority's Housing Creation Regulations.

Conclusion

Perry/Jaymont Venture is seeking approval of the CCBA Limited Partnership Agreement attached hereto and permission to commit to the CCBA Limited Partnership seed funding in an amount not to exceed $250,000 as described above under Provision of Linkage Funds. This amount is estimated to cover the costs of legal, design, engineering and construction services, mortgage application and permit fees, and other miscellaneous mortgeagable development costs to be incurred by the CCBA Limited Partnership for the development of the affordable housing project. Upon the commitment of construction financing and additional subsidy funds for the successful development of the affordable housing project, it is anticipated that CCBA Limited Partnership will present a second proposal to the Neighborhood Housing Trust and to the Authority requesting the commitment of such additional funds as may be required to achieve desired levels of affordability.

Perry/Jaymont Venture is proud to submit this Housing Creation Plan and looks forward to working with the Boston Redevelopment Authority, Neighborhood Housing Trust, and the City of Boston to gain acceptance of this proposal in a manner which will insure the success of the development of 180 Shawmut Avenue for the benefit of low- and moderate-income families in the City of Boston.

# 2

# DIP AGREEMENT

DEVELOPMENT IMPACT PROJECT AGREEMENT

FOR

125 SUMMER STREET

WHEREAS, THIS AGREEMENT, dated as of May 18, 1987 between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter "Authority"), and PERRY/JAYMONT VENTURE, a Joint Venture comprised of A.W. Perry, Inc., a Massachusetts corporation and Jaymont (U.S.A.) Incorporated, a Delaware corporation, with a principal place of business c/o Jaymont Properties Incorporated, 260 Franklin Street, Boston, Massachusetts 02210 (hereinafter "Applicant"); the Authority and Applicant, collectively, shall be referred to herein as the parties;

WHEREAS, the Applicant proposes to construct a 22 story office building with ground floor retail and service use and with accessory parking on five below grade levels containing approximately 448,445 square feet of gross floor areas as determined under the Boston Zoning Code (hereinafter "Project");

WHEREAS, the Project Site is comprised of approximately 31,100 square feet of land consisting of the properties at 115-117 Summer Street, 119-121 Summer Street, 123-129 Summer Street, 131-135 Summer Street, 137-141 Summer Street, 1-23 South Street, 16-20 Lincoln Street, 22-24 Lincoln Street, 26-32 Lincoln Street and the vacant land at 34-38 Lincoln Street such site being more particularly described in Exhibit A annexed hereto (hereinafter "Project Site");

WHEREAS, the Applicant recognizes that the construction of the Project may have an indirect impact on the costs of housing in the City of Boston;

WHEREAS, the Applicant recognizes that the construction of the Project may result in the creation of new jobs, which in turn may require the creation of new job training programs or the expansion of existing programs;

WHEREAS, the Applicant, recognizing that the Project may have a potential impact on the housing and job training needs of the City, is willing to voluntarily make certain contributions or payments to the City to alleviate such housing and job training needs;

WHEREAS, the Project constitutes a Development Impact Project as defined in Section 26-2.1 of Article 26A, and in Section 26B-2.1 of Article 26B of the Boston Zoning Code;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a Development Impact Project Plan (hereinafter "Plan") a copy of which Plan is attached hereto and incorporated by reference as Exhibit B, as required by Section 26A-3 of Article 26A of the Boston Zoning Code and after a public hearing held on July 17, 1986, notice of which was published in The Boston Herald on July 11, 1986, the Authority approved the Plan on July 17, 1986. The Applicant will cause the Project Site to be developed in accordance with Plan subject to such additional zoning relief as may be required, including conditional use for a restaurant with entertainment and a rear yard variance.

Further, the parties hereby acknowledge and agree that by no means and in no manner shall this Agreement or the covenants or obligations of the parties set forth herein be deemed a condition of or contingency to any zoning permits, variances, or other relief granted in connection with the Project and that any such zoning permits, variances, or other relief shall not be deemed conditioned or contingent upon this Agreement.

ARTICLE 2. DEVELOPMENT IMPACT PROJECT CONTRIBUTION-HOUSING

2.1 Housing Contribution Grant. The Applicant shall be responsible, in accordance with and subject to the terms of this Agreement, for a housing contribution grant (hereinafter "Housing Contribution") in the amount as calculated and set forth in 2.5 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Housing Contribution, in whole or in part, by the creation or by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in 2.2 of this Agreement (hereinafter "Housing Creation Option"), by payments made in accordance with 2.3 of this Agreement (hereinafter "Housing Payment Option") or by a combination of both the Housing Creation Option and the Housing Payment Option, as described in Section 2.4 of this Agreement.

2.2 Housing Creation Option. If the Applicant shall elect to create or to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, the Applicant shall submit a proposal in writing to the Authority. Such proposal, if submitted to the Authority on or before the Payment Date, as defined in 2.6 of this Agreement and if approved by the Authority, shall satisfy the provisions of

the Housing Contribution requirement set forth in Section 2.1 of this Agreement. The proposal shall include a description of the number, location, cost and design of the housing units and shall comply with any regulations properly promulgated by the Authority in respect of the Housing Creation Option.

2.3 Housing Payment Option. If the Applicant shall not have elected the Housing Creation Option prior to the Housing Payment Date, the Applicant shall contribute money payments, with such payments to be paid to the Collector-Treasurer of the City of Boston acting as custodian of the Neighborhood Housing Trust, pending acceptance of such payments by the Neighborhood Housing Trust. The payments shall be made in seven (7) equal annual installments, unless the Housing Payment Option is converted to the Housing Creation Option as provided in Section 2.4. The first installment of the Housing Payment Option shall be due and payable on the Housing Payment Date, and subsequent installments shall be due and payable on the following six (6) anniversary dates of the Housing Payment Date. In the alternative, the Applicant may elect to make payment under the Housing Payment Option in a single installment, due and payable on the Housing Payment Date, in an amount equal to the total amount of the Housing Contribution which would otherwise be paid in seven (7) equal annual installments, discounted to represent the present value of such seven (7) equal annual installments if paid in a single installment on the Housing Payment Date.

2.4 Conversion to Housing Creation Option After Housing Payment Date. If, after the Housing Payment Date but before having paid all of the installments due under the Housing Payment Option the Applicant shall desire to elect the Housing Creation Option, the Applicant shall submit a proposal in

writing to the Authority. Such proposal, if approved by the Authority, shall satisfy the obligation of the Applicant to make any remaining annual installment payments due under the Housing Payment Option and shall satisfy the provisions of the Housing Contribution requirement.

2.5 Calculation of Housing Contribution. The parties hereby acknowledge that the Project will include retail and office uses. It is anticipated that the gross floor area of the Project devoted to such uses will, in the aggregate, exceed one hundred thousand (100,000) square feet of gross floor area as defined in the Boston Zoning Code. Based upon the schematic design for the Project as described in the Plan, the gross floor area devoted to such uses is expected to be four hundred forty eight thousand four hundred forty-five (448,445) square feet of gross floor area. The amount of the Housing Contribution is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by $5.00 (the "Housing Formula"). Under the Housing Formula, it is anticipated that the amount of the Housing Contribution will be approximately one million seven hundred forty-two thousand two hundred twenty-five dollars ($1,742,225.00). The parties acknowledge that the amount of the Housing Contribution is based upon gross floor areas as estimated in the Plan. If the gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) differs on the Housing Payment Date from the above stated estimate, the Housing Contribution shall be the amount required under the Housing Formula.

2.6 No Change in Housing Contribution. The Authority hereby agrees, subject to the final calculation provisions contained in Section 2.5, that any change in the formula for the calculation of the Housing Contribution as may

be adopted by the Boston Zoning Commission pursuant to Section 26A-3.2(c) or pursuant to any general or special act of the Great and General Court of the Commonwealth of Massachusetts hereafter enacted, shall not in way increase the Linkage Payment determined in accordance with Section 2.5

2.7 Payment Date. The Payment Date shall be the Final Permit date as defined in the Plan.

2.8 Waiver of Linkage Payment. If a building permit is not granted for any part of the Project, or if construction of any part of the Project is abandoned after a building permit is obtained prior to the commencement of substantial construction (the commencement of excavation, foundation, and other subsurface work shall constitute substantial construction, but substantial construction shall not include the demolition of any structures or portions thereof now existing on the Project Site.) or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Housing Contribution with respect to the Project or part thereof.

2.9 Credit Towards Housing Contribution. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26A-1 of Article 26A of the Boston Zoning Code, amounts payable hereunder by Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force and effect.

2.10 Election of Option. Subject to the provisions set forth in Paragraph 7 of the section of the Plan entitled "Development Impact Contribution/Jobs Contribution Grant", the Applicant hereby elects to satisfy its Housing Contribution as required pursuant to Article 26A by means of the Housing Creation Option. The Housing Creation Partnership, as defined in the Plan, will submit a proposal for such Affordable Housing to the Authority for review and approval in accordance with the Housing Creation Regulations. Upon the happening of any of the events described in Sub-paragraphs a-d, inclusive, of said Paragraph 7 the Applicant shall be deemed to have elected to satisfy the Contribution by means of the Housing Payment Option. In such event, Applicant shall make payment of the Housing Payment Option, calculated in accordance with Section 2.5, at the times and in the installments required by Section 2.3, reduced by the undiscounted value (determined using the discount rate which was used to calculate the Net Present Value) of the amounts, if any, contributed to the capital of the Housing Creation Partnership in accordance with this Development Impact Project Plan. Such undiscounted value of contributed capital shall be deemed to have been paid to the Collector-Treasurer acting as custodian of Neighborhood Housing Trust pending acceptance of such funds by the Neighborhood Housing Trust applied to the earliest payments becoming due pursuant to said Section 2.3.

ARTICLE 3. DEVELOPMENT IMPACT PROJECT CONTRIBUTION-JOBS

3.1 Jobs Contribution Grant. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a jobs contribution grant (hereinafter "Jobs Payment") as such term is defined in Section 26B-3 of the Boston Zoning in the amount as calculated and set forth in Section 3.4 of this

Agreement. The Applicant may, at its option, satisfy its obligation for the Jobs Payment, in whole or in part, by creating or by contributing to the creation of a job training program for workers who will be employed, on a permanent basis, at the Project, as described in Section 3.2 of this Agreement, (hereinafter "Jobs Creation Option"), or by payments made in accordance with Section 3.3 of this Agreement, (hereinafter "Jobs Payment Option").

3.2 Jobs Creation Option. If the Applicant shall elect to contribute to the creation of a job training program for workers who will be employed, on a permanent basis, at the Project, the Applicant shall submit a proposal in writing to the Director of the Mayor's Office of Jobs and Community Services. Such proposal, if submitted on or before the Jobs Payment Date, as defined in Section 3.6 of this Agreement, and if approved by said Director, shall satisfy the requirement of the Jobs Contribution as set forth in Section 3.1 of this Agreement.

3.3. Jobs Payment Option. If the Applicant shall not have elected the Jobs Creation Option prior to the Jobs Payment Date, the Applicant shall contribute money payments, with such payments to be paid to the Collector-Treasurer of the City of Boston acting as custodian of the Neighborhood Jobs Trust pending acceptance of such payments by the Neighborhood Jobs Trust. The payments shall be made in two (2) equal annual installments. The first installment of the Jobs Payment Option shall be due and payable on the Jobs Payment Date, and the second installment shall be due and payable on the next following anniversary date of the Jobs Payment Date.

3.4 Calculation of Jobs Payment. The parties hereby acknowledge that the Project will include retail and office uses. It is anticipated that the gross floor area of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet of gross floor area as

defined in the Boston Zoning Code; the gross floor area devoted to such uses is expected to be four hundred forty-eight thousand four hundred forty-five (448,445) square feet of gross floor area, based upon schematic drawings for the Project. The amount of the Jobs Contribution Payment is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by $1.00 (the "Jobs Formula"). Under the Jobs Formula, it is anticipated that the amount of the Jobs Payment will be three hundred forty-eight thousand four hundred forty-five (348,445). The parties acknowledge that the amount of the Jobs Payment is based upon gross floor area as estimated in the Plan. If the gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect (as identified int he Plan) differs on the Jobs Payment Date from the above-stated estimate, the Jobs Payment shall be the amount required under the Jobs Formula.

3.5 Jobs Payment Date. The Jobs Payment Date shall be the Final Permit date as defined in the Plan.

3.6 Waiver of Jobs Contribution. If a building permit is not granted for any part of the Project, or if construction of any part of the Project is abandoned after a building permit is obtained prior to the commencement of substantial construction, or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Payment with respect to the Project or part thereof.

3.7 Credit Toward Jobs Payment. If the City of Boston should hereafter impose, assess or levy any excise or tax upon the Project, the process of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially similar to the purposes recited in this Article, amounts payable hereunder by Applicant shall be credited against such excise

or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder, to the extent of the amount of such tax or excise, shall cease and be of no further force and effect.

3.8 No Change in Jobs Payment. The Authority hereby agrees, subject to the final calculation provisions contained in Section 3.4, that any change in the formula for the calculation of the Jobs Payment as may be adopted by the Boston Zoning Commission pursuant to Section 26B-3(1)(c) or pursuant to any general or special act of the Great and General Court of the Commonwealth of Massachusetts hereafter enacted, shall not in any way increase the Jobs Payments determined in accordance with Section 3.4.

ARTICLE 4. RESIDENTS CONSTRUCTION EMPLOYMENT PLAN

4.1 Boston Residents Construction Employment Plans. The Applicant hereby agrees to comply with the Boston Residents Construction Employment Plan, attached hereto as Exhibit C.

ARTICLE 5. EMPLOYMENT OPPORTUNITY PLAN.

5.1 Employment Opportunity Plan. The Authority hereby acknowledges that the Applicant has participated with the Office of Jobs and Community Services in the formulation of an Employment Opportunity Plan which plan details the Applicant's good faith efforts to achieve a goal that 50 percent of the permanent employment opportunities created by the Project shall be made available to Boston residents. The Applicant shall enter into a memorandum of agreement with the Office of Jobs and Community Services and the Authority to carry out such Employment Opportunity Plan.

ARTICLE 6. LIABILITY.

6.1 Scope of Applicant's Liability. Subject to the provisions contained in 7.6 of this Agreement, the Authority agrees to look solely to the interests of the Applicant from time to time in the Project that are subject to this Agreement more fully described in the Development Impact Project Plan for this Project, whether owned by the Applicant or its successors in title or assigns, as the case may be, for any claim against the Applicant or its successors arising under this Agreement.

6.2 Personal Liability. Subject to the provisions contained in 7.6 of this Agreement, neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns shall be personally or individually liable under this Agreement, nor shall it or they be liable beyond the extent of its or their interest in such Project.

6.3 Limited Undertaking. Nothing in this agreement shall be construed as an undertaking by the Applicant to construct or complete the Project, the sole obligation of the Applicant being to adhere to the Plan if and to the extent that the Project is undertaken by Applicant, and to fulfill the monetary and other obligations set forth in this agreement if the Project is undertaken.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

7.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agree-

ment between the parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefits of, the parties, their successors, assigns, and legal representatives, including, without limitation, any successor owner of the improvements, and the Trust as successor to the Authority as and when such Trust shall be established, notwithstanding any subsequent amendment, or repeal of Article 26A or Article 26B or court decision having the effect of an amendment or repeal of Article 26A or Article 26B.

7.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in Article 2 or Article 26A of the Boston Zoning Code, unless otherwise provided.

7.3 Compliance with Development Impact Project Plan. The Authority hereby acknowledges approval of the Development Impact Project Plan, as voted by the Authority on July 17, 1986. The Applicant hereby agrees to proceed with the Project in accordance with the Development Impact Project Plan.

7.4 Knowledge of Laws. Applicant shall keep itself fully informed of all votes of the Authority, City ordinances, executive orders, and regulations, and state and federal law which in any manner affect the provisions of this Agreement. Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws.

7.5 Notice. All notices under this Agreement must be in writing and mailed to the parties at the following addresses:

Authority: Boston Redevelopment Authority
Director's Office
City Hall Square
Boston, MA 02201

With copies to: Boston Redevelopment Authority
Chief General Counsel
City Hall Square
Boston, MA 02201

Applicant: Perry/Jaymont Venture
c/o Jaymont Properties Incorporated
260 Franklin Street
Boston, MA 02110

With copies to: McCormack & Putziger
265 Franklin Street
Boston, MA 02110
Attn: Myrna Putziger P.C.

7.6 Record Notice of Agreement. The Applicant shall record at the Suffolk County Registry of Deeds, a statutory notice of this Agreement. Failure of the Applicant to record notice of this Agreement shall render ineffective the provisions contained in Article 6 of this Agreement null and void.

7.7 Satisfaction of Development Impact Project Requirements. The Authority hereby acknowledges that by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3(2) of the Boston Zoning Code insofar as satisfaction of the requirements of that Section is a precondition to the granting, allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to the Applicant's development of the Project Site.

7.8 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

7.9 Transfer of Interest. Rights and interests accorded by this Agreement shall not be assigned, delegated, subcontracted or in any way transferred by the Applicant without prior written notice to the Authority.

ARTICLE 8. PUBLIC IMPROVEMENTS; MAINTENANCE

8.1 The Applicant will provide and construct, at its expense, street lighting and brick sidewalks with granite curbing on the public sidewalks adjacent to the 125 Summer Street site on Summer Street, Lincoln Street,

South Street and the Surface Artery as shown on Exhibit D annexed hereto. To the extent practicable, Applicant will reincorporate into such sidewalks granite blocks now existing in such sidewalks.

The Applicant will design and construct, at its expense, ground plane improvements to the areas shown as State Owned Land and City Owned Land on Exhibit D, or upon so much thereof as may be available for such improvements, subject to the following limitations:

1. The obligation to design and construct improvements on the State Owned Land is subject to Applicant's ability to obtain such permits or authorizations from the Commonwealth of Massachusetts acting by and through the Department of Public Works as may be necessary to undertake such construction and for the maintenance of such improvements, Applicant agreeing to utilize good faith efforts to obtain such permits and authorizations; provided, however, that in no event shall Applicant be required to purchase the State Owned Land.

2. The obligation to design and construct improvements on the City Owned Land is subject to the Authority's obtaining all necessary permits and authorizations to close South Street as a vehicular way, or to reconfigure the traveled way of South Street, Applicant hereby agreeing to cooperate with the Authority to obtain such permits and authorizations, as, for example, by preparing such engineering drawings as may be necessary to obtain approval by the Public Improvement Commission for the specific repair of South Street. In no event shall Applicant be required to purchase the City Owned Land.

3. Applicant shall not be required to expend more than Seven Hundred Thousand DOllars ($700,000), in the aggregate, for the engineering,

design and construction of improvements to the City Owned Land and the State Owned Land, the Authority agreeing by the acceptance of this Plan that its design review of any such improvements shall be conducted so as to achieve a design which may be implemented within such budget limitation unless additional funds become available from another source. The Applicant shall maintain all improvements.

Approved as to Form:

_____
Chief General Counsel

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

PERRY/JAYMONT VENTURE

By: Jaymont (U.S.A.) Incorporated
General Partner

_____
Richard E. Eichhorn, Vice President

EXHIBIT A

Parcel 1:

that certain parcel of land located in Boston, Suffolk County, Massachusetts known and numbered as 34-38 Lincoln Street and shown as Parcel 15-RT-5 on a plan of land shown on an Order of Taking from the Commonwealth of Massachusetts for the Department of Public Works dated December 22, 1954 and recorded on December 24, 1954 in the Suffolk Registry of Deeds, Book 7020, Page 271, said parcel being more particularly bounded and described as follows:

| | |
|---|---|
| WESTERLY | by Lincoln Street - 19 feet; |
| NORTHERLY | by property now or formerly of 30 Lincoln St. Trust - 81 feet; and |
| SOUTHEASTERLY to SOUTHWESTERLY | in three courses - 17.00 feet, 46.60 feet, and by an arc with the length of 40.83 feet and a radius of 20 feet, all as shown on said Plan. |

Parcel 2:

that certain parcel of land with the buildings thereon in Boston, Suffolk County, Massachusetts shown on a plan entitled "Plan of Land, Boston, Mass." dated September 17, 1984 prepared by Harry R. Feldman, Inc., Revised January 24, 1985, recorded with Suffolk Registry of Deeds on February 1, 1985 with Instrument No. 227, bounded and described according to said plan as follows:

| | |
|---|---|
| NORTHERLY | by Summer Street by three lines measuring twenty-seven and 19/100 (27.19) feet, sixty-one and 22/100 (61.22) feet,, and one hundred three and 92/100 (103.92) feet; |
| EASTERLY | by South Street one hundred seventeen and 48/100 (117.48) feet; |
| SOUTHERLY | by land now or formerly of the Commonwealth of Massachusetts one hundred seven and 89/100 (107.89) feet; |
| EASTERLY | by said land now or formerly of the Commonwealth of Massachusetts fifty-eight and 47/100 (58.47) feet; |
| SOUTHERLY | by land now or formerly of Myer C. & Frances Handel and Charlotta Rosenberg, Trustees by two lines measuring forty-two and 56/100 (42.56) feet and thirty-seven and 98/100 (37.98) feet; |
| WESTERLY | by Lincoln Street one hundred eighty-four and 48/100 (184.48) feet. |

Exhibit B

BOSTON REDEVELOPMENT AUTHORITY
July 17, 1986
Development Impact Project Plan

125 SUMMER STREET, BOSTON PROPER
(Summer, South, and Lincoln Streets and Surface Artery)

Developer: The Developer is Perry/Jaymont Venture, a Joint Venture comprised of A.W. Perry, Inc. and Jaymont (U.S.A.) Incorporated (the "Applicant"), with a principal place of business c/o Jaymont Properties Incorporated, 260 Franklin Street, Boston, Massachusetts 02210.

Architects: Kohn Pedersen Fox Associates, P.C.

Site Description: Approximately 31,100 square feet of land consisting of the properties at 115-117 Summer Street, 119-121 Summer Street, 123-129 Summer Street, 131-135 Summer Street, 137-141 Summer Street, 13-23 South Street, 16-20 Lincoln Street, 22-24 Lincoln Street, 26-32 Lincoln Street and the vacant land at 34-38 Lincoln Street.

General Description of Development and Uses: 125 Summer Street will consist of a 22-story office building with ground floor retail and service use and accessory parking on five below grade levels. The 125 Summer Street office building will contain approximately 448,445 square feet of gross floor area as defined in the Boston Zoning Code, of which approximately 421,000 square feet will be dedicated to first class office use, and the balance to first floor lobbies, retail stores and a vaulted arcade providing through block protected pedestrian passage.

Total project height, including a tower atop a five story base, is 300 feet. The project includes the restoration of facades of four 19th century granite buildings. The major exterior material of new construction is masonry and is subject to the approval of the Authority.

Density: As hereinbefore set forth, the gross floor area of the 125 Summer Street development will be approximately 448,445 square feet. Based upon the area of the development site of 31,100, the floor area ratio for the development, calculated in accordance with the Boston Zoning Code, will be approximately 14.5.

Proposed Access and Traffic Circulation: Access to the below grade parking in the 125 Summer Street development and to its three off-street loading bays will be off Lincoln Street. The off-street loading bays have been designed to enable service vehicles to enter without the need to back in from Lincoln Street, thus avoiding the possibility of traffic delays due to truck maneuvering.

Sub-surface parking on five levels will accommodate approximately 350 cars.

Transportation Access Plan: Final Authority approval of the project is dependent on the Director's approval of a Transportation Access Plan.

Estimated Construction Time: Demolition or partial demolition of existing structures will begin in the last quarter of 1986. Construction of new improvements is scheduled to begin in the first quarter of 1987, with completion of construction anticipated in the first quarter on 1989.

Projected Number of Employees: It is estimated that construction of 125 Summer Street will create approximately 800 construction jobs. After completion it is estimated that the 125 Summer Street development will house approximately 1,800 permanent employees. The Developer will submit a Residents Construction Employment Plan to the Director of the Authority which will set forth the Developer's Plan to ensure that its contractor and those engaged by said contractor for construction of the Renovations meet the following standards on a craft by craft basis: (1) at least 50% of total employee workerhours in each trade will be by bonafide Boston residents; (2) at least 25% of total employee workerhours in each trade will be by minorities; and (3) at least 10% of total workerhours in each trade will be by women. The Developer has also agreed to formulate an Employment Opportunity Plan, which plan will detail the Developer's good faith efforts to achieve a goal that 50% of the employment opportunities created in the 125 Summer Street development will be made available to Boston residents. The Applicant is actively participating in the formulation of such a plan with the Authority and the Mayor's Office of Jobs and Community Services.

Development Impact Project Contribution: As required under Section 26A-3 the Boston Zoning Code, the Developer will enter into an Agreement with the Authority to make a Development Impact Project Contribution.

Such Agreement will require the Developer to make a Development Impact Project Contribution (hereinafter, the "Linkage Contribution") as described below and as further provided in the Agreement. The precise amount of the Linkage Contribution shall be calculated based upon the gross floor area of the building as shown on the plans for which a building permit is granted. It is presently anticipated that the Linkage Contribution will be approximately one million seven hundred and forty-two thousand, two hundred and twenty-five dollars ($1,742,225).

Housing Creation Option: Subject to the provisions set forth in subparagraph 7 below, the Applicant elects to satisfy the Development Impact Project Contribution required pursuant to Article 26A by means of the Housing Creation Option. In accordance with

Section 3(b) of the Housing Creation Regulations adopted by the Authority on April 17, 1986 pursuant to Section 26A-2.3.(a), Applicant proposes to pursue the Housing Creation Option as set forth in the following paragraphs. Capitalized terms used herein which are defined in Article 26A or in the Housing Creation Regulations shall have the meanings ascribed to them therein. References herein to Sections are to sections of Article 26A.

1. The 125 Summer Street development is located adjacent to the Chinatown neighborhood of the City of Boston. Therefore, Applicant will, through the process hereinafter described, cause the creation of Affordable Housing in a housing development (the "Affordable Housing Project") to be constructed in the Chinatown neighborhood.

2. The developer of the Affordable Housing Project shall be a single purpose Massachusetts limited partnership (the "Housing Creation Partnership") to be created to develop, own and operate the Affordable Housing Project by and among the Chinese Consolidated Benevolent Association of New England ("CCBA") and, if so designated by CCBA, a developer hereinafter described, as General Partner(s), and the Applicant as Limited Partner. CCBA is a non-profit community organization in Chinatown comprised in turn of other community and civic organizations representative of the Chinatown neighborhood. The developer which may become a General Partner shall be such individual, group of individuals or entity designated by CCBA who or which possess the expertise and financial capacity to undertake the Affordable Housing Project. In accordance with the Housing Creation Regulations, the identity and composition of the Housing Creation Partnership shall be subject to the approval of the Authority.

3. The Housing Creation Partnership will petition the Authority to become the designated redeveloper of a parcel in the South Cove Urban Renewal Project or adjacent area as the Authority and the Housing Creation Partnership shall determine to be feasible location for the proposed Affordable Housing Project.

4. Upon (i) the approval of this Development Impact Project Plan, (ii) the grant to Applicant by the Boston Board of Appeal of the zoning relief described herein and the expiration, without appeal, of the statutory appeal period following the grant of such relief provided in St. 1956, c.665, Section 11, and (iii) the formation of the Housing Creation Partnership, Applicant will contribute to the capital of the Housing Creation Partnership an amount equal to five percent (5%) of the Net Present Value of the Housing Contribution Grant (the "Planning Money") which would have been payable with respect to the Project under Section 26A-3.2.(a).

Such Planning Money will be used by the Housing Creation Partnership for the purpose of undertaking preliminary architectural and financial feasibility studies for the Affordable Housing Project.

5. At such time (the "Final Permit Date") as a building permit is issued to Applicant for the Project, and after the expiration, without appeal, of the appeal period provided in the Commonwealth of Massachusetts State Building Code to appeal from such issuance, Applicant will be obligated by the partnership agreement of the Housing Creation Partnership to further contribute to the capital of the Housing Creation Partnership an amount equal to such Net Present Value, reduced by the amount of the Planning Money, at such time or times as amounts may be required in connection with the development of the Affordable Housing Project. The obligation of the Applicant to so contribute such further capital shall be secured by such letters of credit or escrow deposits as the Director of the Authority may require.

6. The sole obligation of Applicant as Limited Partner in the Housing Creation Partnership shall be to contribute to the capital of the Housing Creation Partnership the Net Present Value at the times set forth herein. Without limiting the generality of the foregoing, Applicant shall have no control of or responsibility for the development of the Affordable Housing Project or for the payment of any other or further amounts, or the provision of any credit or facility, to or on behalf of the Housing Creation Partnership. Contribution of the Net Present Value to the Housing Creation Partnership in accordance with this Development Impact Project Plan shall be a complete and full discharge of all obligations of Applicant pursuant to Article 26A and the Housing Creation Regulations.

7. If for reasons beyond the reasonable control of the Applicant any of the events hereinafter described shall occur, Applicant shall be deemed to have elected to satisfy the Development Impact Project Contribution by means of the Housing Contribution Option. In such event, Applicant shall make payment of the Housing Contribution Grant, calculated in accordance with Section 26A-3.2.(a), at the times and in the installments required by Section 26A-2.3.(b), reduced by the undiscounted value (determined using the discount rate which was to calculate the Net Present Value) of the amounts, if any, contributed to the capital of the Housing Creation Partnership in accordance with this Development Impact Project Plan. Such undiscounted value of contributed capital shall be deemed to have been paid to the Collector-Treasurer acting as custodian of the Neighborhood Housing Trust, pending acceptance of such payments by the Neighborhood Housing Trust. If the same shall have been created, applied to the earliest payments becoming due pursuant to said Section 26A-2.3(b). Such events shall include:

a. The inability of the Applicant to reach agreement with CCBA and/or the proposed additional General Partner of the Housing Creation Partnership on the terms of the agreement of limited partnership for such Housing Creation Partnership limiting the obligations of Applicant thereunder in accordance with the provisions of this Development Impact Project Plan within two months after the approval by the Authority of this Development Impact Project Plan;

b. The failure or refusal of the Authority to designate the Housing Creation Partnership of a parcel in the South Cove Urban Renewal project or adjacent area as the Authority as the Authority and the Housing Creation Partnership shall determine to be a feasible location for the proposed affordable housing project within twelve months;

c. The failure or inability of the Housing Creation Partnership to obtain a commitment for financing of the Affordable Housing Project within eighteen months after the Final Permit Date; or

d. The failure of the Housing Creation Partnership to close the construction mortgage financing for and commence construction of the Affordable Housing Project within two years after the Final Permit Date.

Jobs Contribution Grant: As required by Section 26B-3 of the Boston Zoning Code, Applicant will also enter into an Agreement with the Authority to make a Jobs Contribution Grant in the approximate amount of three hundred and forty-eight thousand, four hundred and forty five dollars ($348,445), payable in two installments as required by Section 26B-2.3.a. of said Article 26B. Applicant will request that the Trustees of the Neighborhood Jobs Trust direct such Jobs Contribution Grant to neighborhood organizations in Chinatown sponsoring or conducting skill training programs in that community.

The precise amount of both the Net Present Value or the Housing Contribution Grant and the amount of the Jobs Contribution Grant will be determined in accordance with said Article 26A and Article 26B based upon the gross floor area of the 125 Summer Street development as shown in the contract documents submitted to the Department of Inspectional Services and upon which the building permit for the development is issued.

Other Commitments of Applicant: The Applicant will provide and construct, at its expense, street lighting and brick sidewalks with granite curbing on the public sidewalks adjacent to the 125 Summer Street site on Summer Street, Lincoln Street, South Street and the Surface Artery as shown on Exhibit A annexed hereto. To the extent practicable, Applicant will reincorporate into such sidewalks granite blocks now existing in such sidewalks.

The Applicant will design and construct, at its expense, ground plane improvements to the areas shown as State Owned Land and City Owned Land on Exhibit A, or upon so much thereof as may be available for such improvements, subject to the following limitations:

1. The obligation to design and construct improvements on the State Owned Land is subject to Applicant's ability to obtain such permits or authorizations from the Commonwealth of Massachusetts acting by and through the Department of Public Works as may be necessary to undertake such construction and for the maintenance of such improvements, Applicant agreeing to utilize good faith efforts to obtain such permits and authorizations; provided, however, that in no event shall Applicant be required to purchase the State Owned Land.

2. The obligation to design and construct improvements on the City Owned Land is subject to the Authority's obtaining all necessary permits and authorizations to close South Street as a vehicular way, or to reconfigure the traveled way of South Street, Applicant hereby agreeing to cooperate with the Authority to obtain such permits and authorizations, as, for example, by preparing such engineering drawings as may be necessary to obtain approval by the Public Improvement Commission for the specific repair of South Street. In no event shall Applicant be required to purchase the City Owned Land.

3. Applicant shall not be required to expend more than Seven Hundred Thousand DOllars ($700,000), in the aggregate, for the engineering, design and construction of improvements to the City Owned Land and the State Owned Land, the Authority agreeing by the acceptance of this Plan that its design review of any such improvements shall be conducted so as to achieve a design which may be implemented within such budget limitation unless additional funds become available from another source.

The Applicant shall maintain all improvements.

Design Drawings: Schematic plans for 125 Summer Street, prepared by Kohn Pedersen Fox Associates, and have been approved by the Boston Redevelopment Authority. Final contract documents shall substantially conform to the schematic drawings listed below:

125 SUMMER STREET

| Drawing | Title | Date |
|---|---|---|
| 1. | Dewey Square Perspective | 7/13/86 |
| 2. | Location Plan | 7/13/86 |

| | | |
|---|---|---|
| 3. | Neighborhood Plan, Pedestrian Circulation | 7/13/86 |
| 4. | Site Survey | 7/13/86 |
| 5. | Parking Plans | 7/13/86 |
| 6. | Site Plan | 7/13/86 |
| 7. | Typical Base Plan | 7/13/86 |
| 8. | Tower Floor Plans | 7/13/86 |
| 9. | Setback Floor Plans, Roof Plan | 7/13/86 |
| 10. | Site Section Looking West | 7/13/86 |
| 11. | Site Section Looking Southwest | 7/13/86 |
| 12. | Summer Street Elevation | 7/13/86 |
| 13. | Lincoln Street Elevation | 7/13/86 |
| 14. | South Street Elevation | 7/13/86 |
| 15. | Surface Artery Elevation | 7/13/86 |

Design Review: All design plans for 125 Summer Street and all of the site improvements and improvements to City Owned Land and State Owned Land shall be subject to design review in accordance with the Authority's Development Review Procedures.

Environmental Review: In compliance with the Authority's Development Review Procedures, the Developer has submitted a draft Environmental Assessment Report which was distributed for public comments. The Developer will submit a final Environmental Assessment Report to the Authority. The Director may require the Developer to take all practicable measures including, without limitation, all reasonable economical measures consistent with the scope of the proposed development, as presently conceived, to mitigate potential damage to the environment as may be identified in the Environmental Assessment Report.

Zoning Relief: The 125 Summer Street development site lies in an M-8 zoning district under the Boston Zoning Code (the "Code"). The site is also a Restricted Parking District as defined in the Code. Relief from the provisions of the Code, either as conditional use permit or as variance, will be required under the following Code provisions:

Article 8:

Section 8-7, Use Item No. 59, parking garage is a conditional use in a Restricted Parking District.

Section 8-7, Use Item No. 72, accessory parking for office and retail use is a conditional use in a Restricted Parking District.

Article 15:

Section 15-1, the floor area ratio is excessive. The maximum permissible floor area ratio in an M-8 district is 8; the floor area ratio of the development is approximately 14.5.

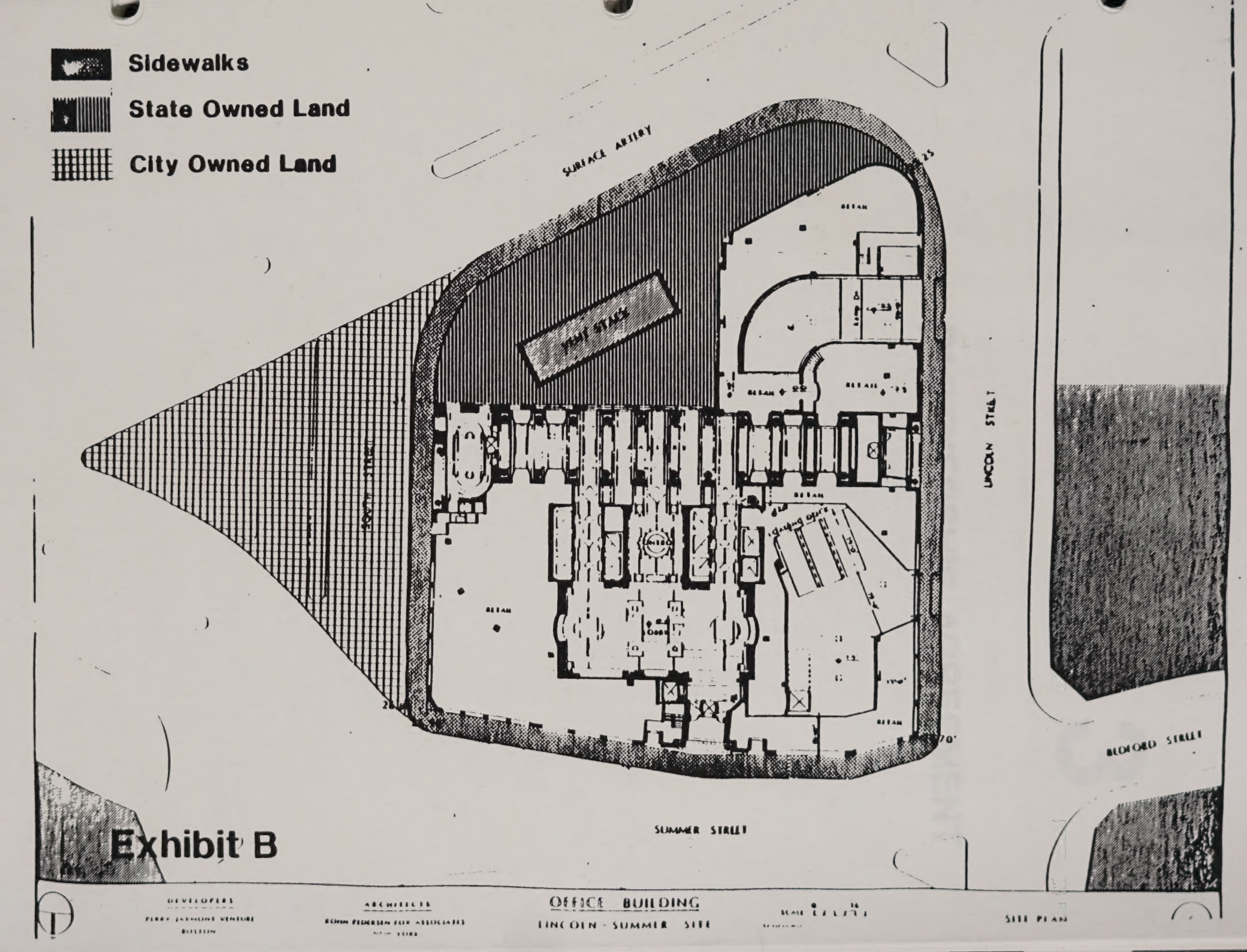
Article 21:

Section 21-1, sufficient setback of parapet is not provided.

Annexed hereto as Exhibit C is an analysis of the required and provided setbacks for each of the facades of 125 Summer Street as shown in the schematic design referred to above.

Article 24:

Section 24-1, off-street loading bays are insufficient. Five off-street loading bays are required; three are provided.


Sidewalks
State Owned Land
City Owned Land
SURFACE ARTERY
FRONT STREET
SOUTH STREET
LINCOLN STREET
BEDFORD STREET
SUMMER STREET
RETAIL
DEVELOPERS
ARCHITECTS
OFFICE BUILDING
LINCOLN - SUMMER SITE
SITE PLAN

# Exhibit B

# 3

# PARTNERSHIP AGREEMENT

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9/16/86

# CCBA LIMITED PARTNERSHIP

## AGREEMENT AND CERTIFICATE

THIS AGREEMENT AND CERTIFICATE of Limited Partnership entered into as of this 17th day of September, 1986 among CCBA Realty Corporation ("Realty"), a Massachusetts charitable corporation, as General Partner, with an office at 90 Tyler Street, Boston, Massachusetts 02110, the Chinese Consolidated Benevolent Association of New England ("CCBA"), a Massachusetts charitable corporation, as Class A Limited Partner, with an office at 90 Tyler Street, Boston, MA 02110, Perry/Jaymont Venture, a Massachusetts general partnership, ("Perry/Jaymont"), as Class B Limited Partner, with an address c/o Jaymont Properties Incorporated, 260 Franklin Street, Boston, MA 02110, and such Class C Limited Partners, if any, as the General Partner may from time to time admit in accordance with this Agreement. All Partners are collectively called "Partners."

## ARTICLE I
## FORMATION

The Partners hereby form a limited partnership ("Partnership") pursuant to the provisions of Chapter 109 of the Massachusetts General Laws by executing this Agreement and Certificate of Limited Partnership ("Agreement"), and filing the same with the Massachusetts Secretary of State.

## ARTICLE II
## DEFINITIONS

Affiliate - a person having the following relationship with a Partner:

(a) any entity directly or indirectly controlling, controlled by or under common control with a Partner;

(b) any entity in which a Partner is an officer, director, partner or trustee, or any person having such relationship with a Partner;

(c) any entity in which a Partner owns or controls, or which owns or controls in a Partner, 10% or more of the outstanding voting securities; or

(d) a spouse or lineal descendant or parent.

(e) see also, Section 11.01(c).

Affordable Housing Project - a housing development approved by the Authority to be constructed in the general Chinatown neighborhood by the Partnership.

Approved - means, as to the applicable subject matter, either that an express consent has been obtained from each Partner or class of Partner whose consent to any matter is required or requested, or, with respect to all Limited Partners other than the Class B Limited Partner, that a deemed consent occurs because the Partner requesting the consent has given written notice to the Partner whose consent is required requesting such consent and calling attention to this provision for deemed consent, and the Partner whose consent is required has failed to notify the requesting Partner within 30 days thereafter expressly disapproving the matter (and setting forth reasonable grounds for disapproval). Any Partner may give any other Partner a power of attorney or proxy to give any consent.

Authority - Boston Redevelopment Authority.

Capital Account - as defined in Section 7.06.

Capital Gain or Capital Loss - an amount equal to the difference between the aggregate gain recognized by the Partnership for federal income tax purposes during each Fiscal Year as a result of sales or exchanges of Partnership assets (including assets which are not capital assets as defined by I.R.C. Section 1221) or other disposition, and the aggregate losses recognized by the Partnership for federal income tax purposes during such year from such sale or exchange or other disposition. Capital Gains and Capital Losses on the one hand and Net Income and Net Loss on the other are mutually exclusive categories of items.

Cash Flow - all cash revenue of the Partnership from operations other than Net Capital Proceeds less (i) all principal and interest payments on any indebtedness of the Partnership and all other sums paid to lenders to the Partnership (or paid to sinking funds established by the General Partners for debt which is not self-amortizing); (ii) all cash expenditures (including expenditures for capital improvements) incurred in the normal organization and operation of the Partnership's business; and (iii) any amounts placed in reasonable reserves by the General Partners. Deductions under the accelerated cost recovery system and other non-cash accounting deductions shall not be considered in determining Cash Flow.

Class A Limited Partner - CCBA

Class B Limited Partner - Perry/Jaymont

Class C Limited Partner(s) - (including subclasses thereof): Such persons as the General Partners may admit to the Partnership

from time to time, upon such terms and conditions as the General Partners may determine.

Defaulting Event - any of the following circumstances occurring by or to a Partner: a general assignment for the benefit of creditors; filing by the Partner of a voluntary petition of bankruptcy or for arrangement under the bankruptcy laws; filing against a Partner of a petition in bankruptcy, reorganization, arrangement, composition and the like which remains undismissed for 60 days; adjudication of the Partner as a bankrupt or insolvent; appointment (or seeking or acquiescing in appointment) of a receiver or trustee for all or any part of a Partner's property; filing by the Partner of any pleading admitting or failing to contest material insolvency allegations against the Partner; the Partner taking any other act, other than his death or legal incompetency, which would justify a decree of dissolution of this Partnership under the laws of Massachusetts; or withdrawal in breach of the covenant contained in Section 16.05.

Disabling Event - the death or legal incompetency of any individual Partner, or the cessation to exist of any Partner which is a legal entity.

Dissolving Event - the occurrence of any of the following events:

(a) the determination of the General Partner(s) and, if any, a Majority Interest of the Class C Limited Partner(s) to dissolve and liquidate the Partnership;

(b) the entry of a final judgment, order or decree of a court of competent jurisdiction not subject to further appeal adjudicating the Partnership bankrupt;

(c) the happening of a Disabling Event or Defaulting Event with respect to the sole remaining General Partner, unless the Partnership shall be continued by the Class A and/or C Limited Partner(s) as expressly provided below;

(d) the expiration of the Term of the Partnership; or

(e) a sale of all or substantially all of the assets for cash.

Final Permit Date - as defined in Section 7.01(c)(ii).

Fiscal Year - the calendar year.

General Partner - Realty

I.R.C. - the United States Internal Revenue Code of 1954, as now and hereafter amended.

Limited Partners - the Class A, Class B and if any, Class C Limited Partners collectively (unless explicit reference is made to one class or the other).

Majority Interest - shall mean the majority of the Participation Percentages as among a particular class or classes of Partners without consideration of the Participation Percentages of any other class or classes.

Net Capital Proceeds - means the net amount of any proceeds derived from: financings, refinancings, or the disposition of all or a portion of Property, or any insurance award paid on account of casualty; or eminent domain; or excess capital contributions above the capital needs of the Partnership; or any other nonrecurring capital transaction (in all cases to the extent not paid to a mortgagee or applied to repair, restore or improve Property or to provide reasonable reserves for the same by the General Partners in their sole discretion) after deduction of all expenses and charges incurred in connection therewith or of any portion actually applied to the payment of Partnership financing, refinancing and the like, or the amount applied to purchase, develop, construct, reconstruct, repair or otherwise improve Property, or to maintain reasonable reserves.

Net Income or Net Loss - an amount equal to the taxable income or loss of the Partnership for federal income tax purposes during each Fiscal Year as determined by generally accepted accounting practices. Net Income and Net Loss on the one hand and Capital Gains and Capital Losses on the other are mutually exclusive categories of items.

Participation Percentages - subject to the dilution provisions of 7.01(b) applicable to the General Partner(s) and Class A Limited Partner, 1% to the General Partner(s), 98.999% to the Class A Limited Partner(s) and .001% to the Class B Limited Partner.

Property - real and personal property and interests therein held by the Partnership from time to time related to the Affordable Housing Project, including interests in other partnerships held either as a general or limited partner.

Term - as defined in Section 6.01.

## ARTICLE III
## NAME

3.01 The name of the Partnership is:

"CCBA Limited Partnership"

## ARTICLE IV
## PURPOSE

4.01 The business and purpose of the Partnership is to acquire, develop, operate, mortgage and lease the Property and to take any other actions in connection therewith, including but not limited to sale or other disposition of the Property or portions thereof. The Partnership may enter into any business arrangements with respect to the Property deemed prudent by the General Partner(s) in order to achieve successful operations for the Partnership.

## ARTICLE V
## PRINCIPAL OFFICE

5.01 The principal office of the Partnership will be 90 Tyler Street, Boston, MA 02110 or at such other place as the General Partner(s) may select. The Partnership's agent for service of process and tax matters partner is the first named General Partner, whose address is the same.

## ARTICLE VI
## TERM

6.01 The Term of the Partnership will begin on the date of the filing of the Certificate (this Agreement is such Certificate) for record, and end on December 31, 2050, unless sooner terminated by a Dissolving Event.

## ARTICLE VII
## CAPITAL CONTRIBUTIONS

7.01 Initial Capital Contributions

(a) General Partner. For its services as such, the General Partner shall receive an agreed Capital Account value in the following amount: 1% of an amount of which the Class B Limited Partner's Capital Contribution constitutes .001%.

(b) Class A Limited Partner and Dilution. For contributing its rights and interests under a certain Letter of Intent attached as Appendix A, the Class A Limited Partner shall receive an agreed Capital Account value in the following amount: 98.999% of an amount of which the Class B Limited Partner's Capital Contribution constitutes .001%. The General Partner(s) may admit from time to time Class C Limited Partner(s) for aggregate capital contributions in such amounts and for such Participation Percentages as the General Partner(s) and Class A Limited Partner shall decide. Upon admission of Class C Limited Partner(s), the Participation Percentages of the Class A Limited Partner (but not of the

General Partner, the Class B Limited Partner or any then existing Class C Limited Partner) will be ratably reduced for all purposes hereunder by the aggregate Participation Percentage which have been established for such Class C Limited Partner(s). Until Class C Limited Partner(s) have been admitted to the full extent of the aggregate Participation Percentage established for such Class, the Class A Limited Partner will be deemed to hold the unadmitted interests ratably, but without the obligation to make any capital contribution on account of such interests.

(c) Capital Contribution by Class B Limited Partner; Limitation on Liability and Obligation of Class B Limited Partner. The Class B Limited Partner shall contribute to the capital of the Partnership, at the times and on the conditions set forth below, an amount equal to the Net Present Value (as defined below), (such amount being the "Class B Limited Partner's Capital Contribution") as follows:

(i) Upon (a) the approval by the Authority of the Development Impact Project Plan (as defined in the Letter of Intent attached as Appendix A) for the Office Project (as defined in such Letter of Intent); and (b) the grant to the Class B Limited Partner by the Boston Board of Appeal of all of the zoning relief described in such Development Impact Project Plan and the expiration, without appeal, of the statutory appeal period following the grant of such relief provided in St. 1956, c. 665, Section 11 (the "Final Zoning Approval Date"), the Class B Limited Partner will contribute to the capital of the Partnership as seed money for the cost of undertaking preliminary architectural and financial feasibility studies for the Affordable Housing Project an amount equal to five percent (5%) of the Net Present Value (the "First Installment").

(ii) On the Final Permit Date (as defined below), the Class B Limited Partner shall deposit with a Boston bank or other Boston financial institution willing to act as escrowee reasonably chosen by the General Partner(s) and consented to by the Class B Limited Partner (such consent not to be unreasonably withheld), pursuant to a written escrow agreement (the "Escrow Agreement") among the Partnership, the Class B Limited Partner, the Authority and the escrowee, an amount equal to the Net Present Value reduced by the amount of the First Installment. Such Escrow Agreement shall provide, subject to Section 7.01(d), for the release from time to time to the Partnership of such amount(s) as the General Partner(s) determine are required in connection with the development of the Affordable Housing Project. All amounts held under the Escrow Agreement shall be invested in accordance with the Escrow Agreement for the benefit

of the Partnership, and all interest earned shall belong to the Partnership, except as provided in Section 7.01(d). As used herein, "Final Permit Date" shall mean the date on which the appeal period provided in the Commonwealth of Massachusetts State Building Code to appeal from the issuance to the Class B Limited Partner of a full building permit for the Office Project shall have expired without appeal.

(iii) The precise amount of the Net Present Value to be contributed by the Class B Limited Partner as capital to the Partnership will be determined by the Authority in accordance with Article 26A of the Boston Zoning Code based upon the gross floor area, as defined in said Code, of the Office Project as shown in the contract documents submitted to the Department of Inspectional Services of the City of Boston and upon which the building permit for the Office Project is issued. Upon such determination, an amendment to this Partnership Agreement shall be filed with the Secretary of the Commonwealth specifying the Net Present Value and the amount theretofore contributed to the capital of the Partnership by the Class B Limited Partner. Prior to such determination, and for the purpose of calculating the First Installment, the parties will use a pro forma Net Present Value of $1,382,228, calculated in accordance with said Article 26A and the Housing Creation Regulations adopted by the Authority pursuant thereto by applying a discount rate of 8.5% to payments which would have been made over a seven year period, commencing at an assumed Final Permit Date of January 31, 1987, in the aggregate amount of $1,742,225, such amount being the Class B Limited Partner's present estimate of the so-called housing contribution grant which would have been payable with respect to the Office Project under Article 26A, Section 26A-3.2(a).

(iv) The sole obligation of the Class B Limited Partner shall be to contribute to the capital of the Partnership the Net Present Value at the times and upon the conditions set forth in this Section 7.01(c). Without limiting the generality of the foregoing, the Class B Limited Partner shall have no control of or responsibility for the development of the Affordable Housing Project or for the payment of any other or further amounts, or the provision of any credit or facility, to or on behalf of the Partnership.

(d) Termination of Obligation; Withdrawal of Class B Limited Partner. If any of the events hereafter described shall occur, the Class B Limited Partner shall have the right, exercisable by written notice to the General Partner(s) and to the escrowee (if the Escrow Agreement is then in effect) to

withdraw from the Partnership and to extinguish all further obligations under this Agreement to make capital contributions. The giving of such notice shall constitute instruction to the escrowee pursuant to the Escrow Agreement to refrain from any further release of amounts held pursuant to the Escrow Agreement, including any undisbursed interest earned on the sums held thereunder, to the Partnership. Such events shall be:

(i) the Final Zoning Approval Date not having occurred within four months after the date of formation of the Partnership, the Class B Limited Partner hereby agreeing to use reasonable efforts to cause such date to occur within such period.

(ii) the failure or refusal of the Authority to grant tentative designation to the Partnership as the redeveloper of disposition parcel R-1 in the South Cove Urban Renewal Area, or of such other parcel in such Urban Renewal Area or adjacent area as the Authority and the General Partner(s) shall determine to be a feasible location for the proposed Affordable Housing Project, within one year after the Final Permit Date;

(iii) the failure or inability of the Partnership to obtain a commitment for construction mortgage financing of the Affordable Housing Project within eighteen months after the Final Permit Date; or

(iv) the failure of the Partnership to close the construction mortgage financing for and commence construction of the Affordable Housing Project within two years after the Final Permit Date.

(e) Class C Limited Partner(s). As provided in Section 7.01(b), the General Partner(s) and Class A Limited Partner may admit additional persons for such capital contributions and Participation Percentages as the General Partner(s) and Class A Limited Partner shall decide. Each such Class C Limited Partner shall be deemed admitted to the Partnership effective as of the first day of the calendar month in which an amendment to this Agreement is executed and filed with the Secretary adding such Partner's name and Participation Percentage (which may be expressed as a unit or units of the aggregate Participation Percentage of the class). All Partners consent to the admission of Class C Limited Partners as described in this Section, and appoint each General Partner as their attorney-in-fact to effect such admission.

7.02 Additional Capital Contributions

No Partner shall, after admission, be required to make any additional contributions of capital to the Partnership.

7.03 Partner Loans to the Partnership

(a) If additional funds are needed and cannot be obtained from commercial lending sources then the General Partner(s) may, but need not, lend such additional funds. All Partner's loans will be payable only out of the assets of the Partnership and will bear interest (adjusted quarterly) at 3% above the so-called prime lending rate announced from time to time by the First National Bank of Boston for loans to its most creditworthy customers at its Boston office.

(b) Loans for construction of improvements on the Property and permanent loans to pay construction loans will be obtained for the Partnership by the General Partners offering all or part of the Property as collateral. No Partner will be required to guaranty or become personally liable for any Partnership debt or obligation; and without the Approval of the General Partner(s) and Class A Limited Partner, no Partner may personally guaranty or otherwise become personally liable for repayment of any Partnership loan having a term of three years or longer.

7.04 Waiver of Right of Partition

Each Partner waives any right it may have to cause the Partnership's property to be partitioned or divided among the Partners, or to file a complaint or institute any proceeding at law or in equity to cause the Partnership's property to be partitioned or otherwise divided among the Partners.

7.05 Interest on Capital and Return of Capital

No Partner shall be entitled to receive any interest on its Capital Account, nor shall any Partner have the right to demand or to receive the return of all or any part of its Capital Account except as expressly provided herein.

7.06 Capital Accounts

A separate capital account shall be maintained for each Partner (which will devolve upon the successor to a Partner). Each Partner's Capital Account, as of a particular date, shall be determined as follows: (a) it shall be increased by: (i) the agreed Capital Account value and cash amounts contributed as such contribution is made, and (ii) any additional capital hereafter contributed, and (iii) the Partner's share of both Net Income and Capital Gain (including any income exempt from tax) as allocated pursuant to this Agreement; and (b) it shall be decreased by (i) the Partner's share of Net Loss and Capital Loss as allocated pursuant to this Agreement and the Partner's distributive share of expenditures of the Partnership which are non-deductible and which are not properly capitalized under the I.R.C., and (ii) the cash and agreed value of any property distributed to the Partner

pursuant to this Agreement net of liabilities assumed or taken subject to. Adjustments of Capital Accounts under this section shall not affect the limited liability of any Limited Partner. The Capital Accounts shall be maintained according to generally accepted accounting principles.

## ARTICLE VIII
## ALLOCATION OF NET INCOME, NET LOSS, CAPITAL GAIN AND CAPITAL LOSS

8.01 Net Income

Net Income shall be allocated among the Partners each Fiscal Year in the same proportion as they have actually received distributions of Cash Flow under Section 9.02, provided, however, that the General Partner(s) shall be allocated at least 1% of the Net Income in each Fiscal Year (ratably according to their Participation Percentage). In the event there is Net Income in a Fiscal Year in which no distributions of Cash Flow have been made, then any Net Income shall be allocated among the Partners ratably according to their Participation Percentages.

8.02 Net Loss and Tax Credits

(a) Net Loss shall be allocated among the Partners according to their Participation Percentages.

(b) Income tax credits shall be allocated among the Partners according to their Participation Percentages.

8.03 Capital Gains and Losses

(a) Capital Gain (including gain arising from forgiveness of Partnership indebtedness) shall be allocated among the Partners as follows:

(i) First, an amount of such Gain equal to any negative balance then existing in that Partner's Capital Account calculated as of the date of the event giving rise to such Gain before taking into account any distribution of Net Capital Proceeds under Section 9.03; but if there is insufficient Gain to eliminate the negative Capital Accounts of all Partners, then such Gain shall be allocated in proportion to the respective amounts of all negative Capital Accounts; and

(ii) Finally, as to any balance of Gain remaining, to the Partners according to their Participation Percentages.

(b) Capital Losses shall be allocated among the Partners as follows:

(i) First, an amount of such Loss equal to any positive balance then existing in that Partner's Capital Account calculated as of the date of the event giving rise to such Loss. If there is insufficient Loss to eliminate the positive Capital Accounts of all Partners, then such Loss shall be allocated in proportion to the respective amounts of all positive capital accounts; and

(ii) Finally, as to any balance of Loss remaining, among the Partners according to their Participation Percentages.

(c) The provisions of this Agreement and this Section in particular are intended to comply with the I.R.C. and Regulations concerning special partnership allocations and shall be construed in a manner consistent with such regulations.

(d) Notwithstanding (a) and (b) above, Capital Gain and Capital Losses with respect to property (other than cash) contributed to the Partnership by any Partner shall be allocated so as to comply with Section 704(c) of the I.R.C. and regulations thereunder.

## ARTICLE IX
## DISTRIBUTIONS

### 9.01 Cash Distributions

The Partnership intends to make distributions as funds are available, be it from operations, refinancings or any other source. The amount and time of any such distributions, however, shall be made only when the General Partner(s) in their discretion have provided for Partnership expenses, have repaid any loans by Partners, and have established adequate reserves. The General Partners may establish reserves out of available Cash Flow or Net Capital Proceeds for a Fiscal Year to the extent the General Partners, acting in good faith, reasonably believe such reserves to be necessary to permit the Partnership to pay its projected cash obligations and contingencies for succeeding Fiscal Years as they come due without being required to liquidate assets or incur debt.

### 9.02 Distributions of Cash Flow

(a) Subject to Section 9.01, available Cash Flow shall be distributed and paid to the Partners according to their Participation Percentages.

9.03 Distributions of Net Capital Proceeds

Subject to Section 9.01, Net Capital Proceeds, (except for distributions upon dissolution under Section 10.02), shall be distributed in the following priority: To the Partners in accordance with their Participation Percentages; provided, however, that if the event making proceeds available for distribution under this Section causes Capital Gain or Capital Loss to be allocated under this Agreement and immediately after such allocations any Partner has a positive balance in his Capital Account, then in an amount equal to the positive balance in the Partner's Capital Account; but, if there are insufficient proceeds to eliminate the positive Capital Accounts of all Partners, then the available proceeds shall be distributed in proportion to the respective amounts of all positive Capital Accounts.

## ARTICLE X
## LIQUIDATION AND DISSOLUTION

10.01 Dissolving Events

On the date of a Dissolving Event, the Partnership shall dissolve, its books shall be closed and the Net Income, Net Loss, Capital Gain and Capital Loss shall be computed as of that date. Assets of the Partnership shall be distributed or sold in an orderly manner thereafter, avoiding any forced sale by the General Partner(s) (or a Liquidating Agent appointed by a Majority Interest of the Limited Partners if no General Partner is then serving). Except due to their bad faith acts, gross negligence or willful misconduct, the General Partner(s) (or Liquidating Agent) will not be personally liable for liquidating distributions. For the period after a Dissolving Event, the Partners shall continue to share Net Income, Net Loss, Capital Loss and Capital Gain as provided herein; however, distributions shall be made only as provided in this Article. As promptly as possible after such Dissolving Event, the General Partner(s) (or Liquidating Agent) shall effect a distribution of the assets of the Partnership as set forth in Section 10.02. If the General Partner(s) (or Liquidating Agent) and a Majority Interest of the Class A and/or C Limited Partners (acting by Approval) determine that an in-kind distribution of one or more assets is desirable or appropriate, all Limited Partners shall be compelled to accept such distribution.

10.02 Distribution of Property

Distributions of Property of the Partnership pursuant to Section 10.01 after a Dissolving Event shall be made in the following order:

(a) To the payment and discharge of all of the Partnership's debts, liabilities and obligations to creditors other than Partners;

(b) To the setting up of any reserves which the General Partner(s) (or Liquidating Agent) may deem necessary for any anticipated, contingent or unforeseen liabilities or obligations of the Partnership arising out of the conduct of its business, which reserves will be held in escrow. At the expiration of such period as the General Partner(s) (or Liquidating Agent) deem advisable, any balance of any such reserves not required to discharge such liabilities or obligations shall be distributed as provided in this Section;

(c) To the payment and discharge of all of the Partnership's expenses, debts, liabilities and obligations, including Partner's loans and amounts owing under Section 12.07, if any, to the Partners (other than in respect of their interests in the Partnership), such to be paid ratably if assets are insufficient to discharge all such obligations;

(d) To the Partners in the amount of the positive balances of their respective Capital Accounts (after adjustment of such Capital Accounts to reflect any Capital Gain or Loss from liquidation of Partnership assets and subject to Section 16.01(e)); and

(e) Finally, to the Partners according to their Participation Percentages.

10.03 Date of Termination

The Partnership shall be terminated when all liquidation proceeds have been applied as required in this Article and a certificate of cancellation of this Partnership shall have been filed in all offices where the Certificate of this Partnership has been filed. Retention of a reserve for a reasonable time in escrow shall not delay such date of termination.

## ARTICLE XI
## LIABILITY OF PARTNERS

11.01 Limitation of Liability of General Partner(s)

(a) The General Partner(s) shall not be personally liable to the Limited Partners for the return of capital, the repayment of any loans or advances to the Partnership by a Partner, or the payment of interest thereon.

(b) A General Partner(s) and the Affiliates of a General Partner shall have no liability to the Partnership or to any Partner for any loss suffered by the Partnership which

arises out of any action or inaction of the General Partner(s) or their Affiliates if the General Partner(s) or their Affiliates, in good faith, determined that such course of conduct was in the best interest of the Partnership and such course of conduct did not constitute negligence or misconduct of the General Partner(s) or their Affiliates. Each General Partner and its Affiliates shall be indemnified by the Partnership, out of its assets only, against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by them in connection with the Partnership, provided that the same were not the result of negligence or misconduct on the part of the General Partner or its Affiliates.

Notwithstanding the above, a General Partner and its Affiliates and any person acting as broker-dealer shall not be indemnified for any losses, liabilities or expenses arising from or out of an alleged violation of federal or state securities laws unless (1) there has been a successful adjudication on the merits of each count involving alleged securities law violations as to the particular indemnitee, or (2) such claims have been dismissed with prejudice on the merits by a court of competent jurisdiction as to the particular indemnitee or (3) a court of competent jurisdiction approves a settlement of the claims against a particular indemnitee.

In any claim for indemnification for federal or state securities securities law violations, the party seeking indemnification shall place before the court the position of the Securities and Exchange Commission and the Massachusetts Securities Division with respect the the issue of indemnification for securities law violations.

The Partnership shall not incur the cost of that portion of any insurance, other than public liability insurance, which insures any liability the indemnification of which is herein prohibited.

(c) For purposes of this Section, the term "Affiliate" shall mean the following in addition to those persons described in the definition in Article II: any person performing services on behalf of the Partnership who: (1) directly or indirectly controls, is controlled by, or is under common control with the General Partner; or (2) owns or controls 10% or more of the outstanding voting securities of the General Partner; or (3) is an officer, director, partner or trustee of the General Partner; or (4) if the General Partner is an officer, director, partner or trustee, is any company for which the General Partner acts in any such capacity.

## ARTICLE XII
## MANAGEMENT OF PARTNERSHIP

12.01 Powers and Duties of General Partner(s)

Subject to Sections 12.02, the General Partner(s) shall have exclusive responsibility for the management of the Partnership's affairs, shall devote such time and effort to the Partnership as shall be reasonably required for its welfare and success (it being understood such will not be full time) and shall have full and complete power and authority to take such action for and on behalf and at the expense of the Partnership as they deem necessary or appropriate in connection with the acquisition, financing and refinancing, leasing, operating, sale or exchange of Property and the obtaining of public liability insurance insuring the Partnership, General Partner(s) and any Affiliates furnishing services to the Partnership. The General Partner(s) only shall have the power to execute, inter alia, any and all leases, deeds, deeds of trust, mortgages, notes or other conveyances of any of the personal or real property (intangible or tangible) that may now or hereafter be owned by the Partnership. A General Partner may give such Partner's power of attorney to another General Partner to act on such Partner's behalf as a General Partner for the Partnership. As to third parties, the act of any single General Partner (including without limitation the execution, acknowledgement and delivery of any deed, mortgage, lease or notice of lease, release, grant of easement, or contract or other instrument, right or interest in or agreement respecting the Partnership or the Property) shall be deemed to be the action of the Partnership, and no person dealing with a General Partner as such shall be required to see to the application of any money or property paid or delivered to such General Partner. A certificate signed by a General Partner as to any action by the General Partner(s), any class of Limited Partners, or any or all of them, or as to any other fact or matter affecting or related to the Partnership or the Property [other than facts or matters relating to the Class B Limited Partner's Capital Contribution and the Escrow Agreement described in Section 7.01 (c), the right to withdraw in Section 7.01(d) and the restrictions on amendment set forth in Section 18.09] may be treated as conclusive evidence of the matters certified by any third person receiving the same.

12.02 Limitations on Authority of General Partners

The General Partner(s) shall have all the rights and powers and be subject to all the restrictions and liabilities of a Partner in a Partnership without Limited Partners, except that the General Partner(s) shall not have the authority to:

(a) do any act in contravention of this Agreement;

(b) do any act which would make it impossible to carry on the ordinary business of the Partnership; provided however,

that all General Partner(s) can decide to sell all or substantially all of the Property and the Limited Partners, by executing this Agreement, give their specific consent in advance to any such sale even though following such sale the Partnership may discontinue its business;

(c) admit a person as a General Partner except as provided in this Agreement or with the Approval of the Limited Partners;

(d) admit additional Limited Partners except as provided in this Agreement or with the Approval of a Majority Interest of each of the Class A, Class B and if any, Class C Limited Partners.

12.03 Compensation; Self-Dealing

(a) The General Partner(s) shall receive no compensation from the Partnership for services as General Partner.

(b) All of the Partnership's expenses shall, to the extent practical under the circumstances, be billed directly to and paid by the Partnership. In the event that any General Partner elects to advance any funds on behalf of the Partnership and in payment of Partnership expenses, the Partnership shall reimburse the General Partner for such advances as though the same were a Partner's loan.

(c) The Partnership may employ or contract with any Affiliate to perform services for the Partnership or for any other purpose related to the Partnership's business. The relationship of an Affiliate shall not prohibit the General Partners from contracting with, employing or otherwise dealing with an Affiliate on a commercially reasonable basis. The General Partners' good faith decision as to the terms of any such arrangement shall be conclusive and binding on the Partnership and the Partners. No contract or other act of the Partnership with an Affiliate shall be voidable or affected in any manner by the fact that a Partner is directly or indirectly interested therein, nor shall any Affiliate be accountable to the Partnership or to the other Partners with respect to any benefits or profits directly or indirectly realized by such an Affiliate as a result of such transaction. In all transactions with an Affiliate, the relation shall be disclosed by the General Partners in advance.

12.04 No Participation of Limited Partners

No Limited Partners of any class shall participate in the control of the Partnership's affairs, and none shall have any right or authority to act for or to bind the Partnership.

12.05 Other Ventures

Each Partner, in such Partner's individual capacity, through an Affiliate or otherwise, shall be free to engage in, to conduct, or to participate in any business or activity whatsoever, including, without limitation, the acquisition, development, management and exploitation of real property, without accountability, liability or obligation whatsoever to the Partnership or to any other Partner, even if such business or activity competes with or is enhanced by the business of the Partnership. Neither the Partnership nor the other Partners shall have any right by virtue of this Agreement to any profits of such other ventures even if such ventures would, but for this Section, be deemed an opportunity of the Partnership.

## ARTICLE XIII
## POWER OF ATTORNEY

13.01 Grant of Power

Each Limited Partner of all classes, by executing this Agreement (or subscribing in writing hereto), does irrevocably make, constitute and appoint each General Partner (and each Partner of any class designated as attorney-in-fact under any other provision of this Agreement) separately and their respective successors and assigns, each with full power of substitution and as a durable power of attorney, as such Partner's true and lawful attorney and agent with full power and authority in such Partner's name, place and stead:

(a) to execute, swear to, acknowledge, deliver, file and record:

(i) this Agreement and/or any other instruments or certificates which may be required to be filed by the Partnership or the Partners under the laws of Massachusetts and/or under the applicable laws of any other jurisdiction to the extent any General Partner deems such filing to be necessary or desirable;

(ii) any and all amendments or modifications to this Agreement or to any other instrument described above, including without limitation the admission of additional and substituted Partners to the Partnership other than amendments requiring approval of the Class B or C Limited Partners pursuant to Section 18.09;

(iii) all certificates, conveyances and other instruments which may be required to effectuate the dissolution and termination of the Partnership pursuant to the provisions of this Agreement;

(iv) all certificates and other instruments and all amendments thereto which any General Partner deems appropriate or necessary to qualify or continue the qualification of the Partnership in the jurisdictions in the United States where the Partnership may do business or own property, in order to maintain the limited liability of the Limited Partners of the Partnership or to comply with all applicable laws of such jurisdiction; and

(v) appropriate instruments of fictitious or assumed names.

(b) to perform any other ministerial act on behalf of the Partnership or the Limited Partners as may be required or advisable under the law of any jurisdiction to which the Partnership is subject; and

(c) to take any other actions as attorney-in-fact under any other provisions of this Agreement so providing.

13.02 Irrevocable

It is expressly agreed by the Limited Partners that this Power of Attorney is irrevocable and coupled with an interest, shall survive the death or legal incompetency of the Limited Partners, and shall survive any assignment by any Limited Partner of the whole or any portion of such Partner's interest in the Partnership. Any substituted or successor Limited Partner shall be deemed to have granted these same rights to each General Partner.

13.03 Agrees to be Bound

Each Limited Partner hereby agrees to be bound by any representations made by any General Partner acting in good faith pursuant to this Power of Attorney, and hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of any General Partner taken in good faith under this Power of Attorney. Actions taken pursuant to this Power of Attorney will be self-operative; nevertheless each Limited Partner agrees to execute, acknowledge and deliver any instrument from time to time requested by the General Partner(s) in confirmation of such actions.

## ARTICLE XIV
## BANKING

14.01 Banking

The funds of the Partnership shall be kept in a separate account or accounts in the name of the Partnership in such banks

or other depositories as may be determined by the General Partner(s).

## ARTICLE XV
## ACCOUNTING AND TAX ELECTIONS

15.01 Books of Account

The Partnership books of account shall be maintained at such locations and by such person or persons as may be designated by the General Partner(s), and each Partner shall upon reasonable notice to the General Partner(s) have access thereto during normal business hours.

15.02 Method of Accounting

The Partnership books of account shall be maintained and kept and income, gains, losses and allocations shall be accounted for in accordance with generally accepted methods of accounting adopted by the General Partner(s).

15.03 Financial and Operating Statements

Annual statements (audited if requested in advance of the Fiscal Year in question by a General Partner or by a Majority Interest of the Limited Partners) showing income and expenses of the Partnership, the Capital Accounts of the Partners, and any distributions involving the return of Partners' capital contributions shall be prepared at the end of the Fiscal Year by an independent public accountant chosen from time to time by the General Partner(s) and be furnished to each Partner. Within 90 days after the end of each Fiscal Year (or as soon thereafter as practical), the Partnership shall furnish to each Partner a report setting forth in sufficient detail such information as shall enable such Partner (or representatives) to prepare local, state and federal income tax returns. Within 60 days after the end of each quarter, the Partnership shall furnish to each Partner an unaudited statement summarizing the business results of the Partnership for such quarter.

15.04 Tax Elections

The Partnership may, but shall not be obligated to, make or revoke any election provided for in Subchapter K of the I.R.C., and any other provisions of Federal or state tax laws now or hereafter pertaining to partners and partnerships. Every Partner shall, upon request, supply to the Partnership any information required to give effect to any such election or revocation of election. The Partnership shall, upon the request of any Partner, make the election under Section 754 of the Code for optional adjustment to basis of Partnership property, unless the General Partners can demonstrate that making such election would

materially adversely affect the holders of Partnership interests possessing Participation Percentages in excess of 50%.

15.05 Tax Disclosures by Partners; Distribution Holdbacks

Each Partner shall make timely and full disclosure of all information (including furnishing reports, certifications and the like) from time to time necessary for the Partnership and other Partners to comply with Federal, state and local income tax laws as now in effect or hereafter amended, including without limitation the Foreign Investment in Real Property Tax Act. If the General Partners or the Partnership is required to withhold any portion of payments to a Partner by such tax laws (or if the General Partners deem it appropriate to secure the Partnership or the other Partners against any possible liability due to failure of a Partner to comply with such tax laws), then the General Partners may withhold such amounts and make such payments to taxing authorities as are necessary to ensure compliance with such tax laws. Any funds withheld and not so paid shall be distributed upon the General Partner(s)' determination of compliance with such tax laws for the period in question. All amounts withheld from distributions under this section shall nonetheless be deemed distributed to the Partner in question for all other purposes under this Agreement.

## ARTICLE XVI
## TRANSFER OF PARTNERSHIP INTERESTS

16.01 Transfer of Limited Partner's Interest

(a) No Class A, Class B or if any, Class C Limited Partner may sell, assign or transfer such Partner's interest in the Partnership (i) except to another Partner, or by bequest or intestacy, or to any spouse, natural or adopted issue of legal age of a Partner or spouse, or parent, or to a trust solely for the benefit of any of the foregoing (subject only to a gift over in default of issue) or to any institution of a type described in Section 501(c)(3) of the I.R.C., or to the Authority, (ii) in violation of subsection (c), or (iii) to any person not mentioned in clause (i) without first having made a Right of Refusal offer (as described in (c) below) to the Class A Limited Partner. A sale or exchange (but not transfers by gift or upon death or among the beneficial owners [including transfers between the general partners of the Class B Limited Partner] or to persons described in subsection (b) of this section) of more than 50% in the aggregate of the partnership interests, common stock or beneficial interests of a partner, corporation or trust which is a Limited Partner will be deemed an assignment hereunder.

(b) Any Partner required to make a Right of Refusal offer shall comply with the following procedures before

selling, assigning or otherwise transferring all or any part of such Partner's interest in the Partnership. The Partner desiring to transfer its interest shall give written notice to the Partner(s) having Right of Refusal rights accompanying such notice with a true and complete copy of the instrument of assignment which the offeror Partner proposes to enter into. Such notice will be deemed to be an offer to sell, assign or otherwise transfer such Partnership interest to the offeree Partner(s) upon the same terms, and such instrument shall set forth all of the material terms of the proposed assignment and shall be complete and in such form that the offeree Partner(s) may accept the offer by deleting the name of the proposed assignee, substituting the offeree'(s) own name, and unconditionally executing and delivering such instrument to the offeror Partner with such consideration as may be required under the terms of the assignment. If the offeree Partner(s) desires to accept the offer, it shall do so within one month following receipt thereof; and failure so to accept within such time shall be conclusively deemed to be a decision not to accept the offer. If the offer is not accepted, the offeror Partner(s) will be at liberty to conclude the proposed assignment upon the same terms within the following six months (but if such terms are materially changed, then the Right of Refusal offer procedures set forth above shall be repeated. If an offeree Partner accepts the offer, then the assignment shall be concluded in accordance with the terms of assignment. If more than one Partner having offeree rights accepts a Right of Refusal offer, then such Partners shall acquire the interest ratably based on their respective Participation Percentages; and if more than one class of Partners have offeree rights, then the assignment shall be made to the Partner(s) accepting the offer in any class having priority.

(c) No transfer of a Partnership interest contemplated herein shall occur (a) if the result would be a termination of the Partnership under Section 708 of the I.R.C., (b) if such transfer fails to comply with applicable federal and state securities laws or (c) if the result would entitle any lender to the Partnership to accelerate payment of any Partnership indebtedness. The General Partner may in its reasonable judgment require a private ruling of the Internal Revenue Service to the effect that the proposed transaction will not result in a termination of the Partnership and/or an opinion of counsel that the transfer will not result in a violation of securities laws (the would-be transferor to pay all costs associated with such ruling and opinion).

(d) If the General Partner(s) deem it to be in the best interests of the Partnership, they may elect to treat an assignee who has not become a substitute Limited Partner as a substitute Limited Partner in the place and stead of such

person's assignor to the extent of the Partnership interests assigned.

(e) At (i) the time when the Class B Limited Partner no longer has any rights to withdraw as provided in Section 7.01(d), or (ii) the time when the Class A Limited Partner files with the Partnership and Class B Limited Partner a determination of the Internal Revenue Service showing the Class A Limited Partner to be exempt from Federal income taxes pursuant to I.R.C. Section 501(c)(3), or any successor or related provision exempting said Partner from the payment of federal income taxes, whichever (i) or (ii) occurs later, the Class B Limited Partner waives any return of capital or payment on account of its Capital Account, it being the intent of the Class B Limited Partner that said Capital Account be transferred at such time to the Class A Limited Partner unconditionally as a gift.

16.02 Transfer of General Partner's Interest

Except as provided in Section 17.01, a General Partner shall not sell, assign, or transfer all or any part of its interest in the Partnership held as a General Partner without first having obtained the Approval of the Class A Limited Partners (and the other General Partner(s), if any, and until the Class B Limited Partner no longer has any rights to withdraw as provided in Section 7.01 (d), also the Class B Limited Partner) to any such proposed disposition.

16.03 Pledge of Interest

A Partner may not pledge, hypothecate, collaterally assign or otherwise subject its interest in the Partnership or any part thereof to a security interest.

16.04 Substitute Limited Partners

(a) No assignee shall have the right to become a substitute Limited Partner or successor in place of the assignor unless all of the following conditions are first satisfied:

(i) The provisions of this Article have been complied with and a duly executed and acknowledged written instrument of assignment and the General Partner(s) written consent thereto, which may be given or withheld in the General Partner(s) sole discretion, shall have been filed with the Partnership (the General Partner(s) hereby agreeing that such consent shall be given if the Authority becomes an assignee); and

(ii) the assignor and assignee have executed and acknowledged such other instruments as the General

Partner(s) deem necessary or desirable to effect such substitution, including the written acceptance and adoption by the assignee of the provisions of this Agreement and execution and delivery to the General Partner(s) of a special power of attorney, the form and content of which are described herein;

(b) By executing or adopting this Agreement, each Partner hereby consents to the admission of substitute Limited Partners by the General Partner(s) and to any assignee becoming a substitute Partner as provided herein.

(c) The General Partners shall cause the Agreement or any separate Certificate to be amended to reflect any substitution of Partners at least once in each calendar quarter.

(d) An assignee whose assignment has been consented to (or is not required to be consented to) shall succeed to the Capital Account (or portion thereof) of the assignor and be entitled to receive the distributions and allocations attributable to the assigned interest after the "effective date" of such assignment; however, the Partnership and the General Partner(s) shall be entitled to treat the assignor of such interest as the absolute owner thereof in all respects, and shall incur no liability for allocations or distributions which are made in good faith to such assignor until such time as the written instrument of assignment has been received by the Partnership and the "effective date" has passed. The "effective date" of an assignment of such interest, (of which assignment the Partnership has actual notice) shall be the last day of the month in which the assignment takes effect.

16.05 Withdrawal of Partners

Except as provided in Section 7.01(d) with respect to Class B Limited Partner, each Partner agrees not to withdraw from the Partnership, except as the result of a permitted transfer of his entire interest in the Partnership as provided in this Article, and agrees that such Partner will carry out such Partner's duties and responsibilities hereunder until the Partnership is terminated, liquidated and dissolved or until a permitted transfer of all such interest occurs. A Partner withdrawing in violation of this Section shall not be entitled to any value of such Partner's Partnership interest.

16.06 Disabling Event or Defaulting Event to a General Partner

(a) If a General Partner, other than the sole remaining General Partner, suffers a Disabling Event or Defaulting Event, then the Partnership shall continue and the interest in the Partnership of the General Partner suffering such event shall automatically be converted into the interest of a

special Limited Partner effective as of the date of the happening of such event (and, if applicable, the General Partner's successor in interest shall become a special Limited Partner) with the same financial interests.

(b) If a Disabling Event or Defaulting Event occurs to the sole remaining General Partner, the Partnership shall continue without interruption for the period of 90 days following the happening of a Disabling Event or Defaulting Event to the sole remaining General Partner (and such Partner's interest shall automatically be converted into the interest of a special Limited Partner). During such period, the legal representative of the sole remaining General Partner (e.g., trustee, administrator, executor or court-appointed representative) shall, upon his or her written acceptance, become the interim General Partner. The Approval of the Class A Limited Partner(s), acting by Majority Interest, for themselves and as attorney-in-fact for all other Limited Partners for such purpose, may appoint one or more successor General Partners within said 90-day period. If a new General Partner(s) is so appointed, the Partnership shall continue. Any successor General Partner(s) so appointed shall have the same rights, duties and obligations as the former General Partner(s), but the amount of any financial interest in the Partnership allocated to any successor General Partner(s) shall be determined by the Class A Limited Partner(s) (acting as attorney-in-fact for all other Limited Partners) by reduction of the interests of all Partners, except the Class B Limited Partner, ratably based on their Participation Percentages. In such case such Class A Limited Partner(s) shall (acting as attorney-in-fact) amend this Agreement accordingly.

(c) All Partners consent to the provisions of this Section, to the end that the Partnership shall continue notwithstanding a Disabling Event or Defaulting Event by a General Partner, and such continuation by the sole surviving General Partner or a new General Partner selected by the Class A Limited Partner(s) shall be deemed to have been agreed to by all the Partners.

16.07 Disabling Event or Defaulting Event of a Limited Partner

The Disabling Event or Defaulting Event of a Limited Partner shall not terminate the Partnership, and if such Partner's interest in the Partnership passes to a successor in interest permitted by this Agreement, then such successor shall succeed to its predecessor's entire financial interest in the Partnership, and upon satisfaction of the conditions of this Agreement shall become a Partner, with the same interest in the Partnership and the same obligations and rights as the predecessor Partner. Such successor shall promptly on demand of the Partnership execute and deliver to the Partnership all documents that may be necessary or

appropriate, in the opinion of counsel for the Partnership, to reflect such person's admission to the Partnership as a substitute Limited Partner and such person's agreement to be bound by all of the terms of this Agreement.

## ARTICLE XVII

17.01 Individual General Partner. If the General Partner(s), deems it expedient for purposes of assuring the continued federal income tax status of the Partnership as a partnership, it may, acting on its own behalf and as attorney-in-fact for all other Partners, designate and admit as General Partner an individual willing to serve as a General Partner. In such case it will assign some portion of its Participation Percentage to such individual. All decisions required or permitted to be taken by the General Partners hereunder shall be made by the General Partner holding the greater Participation Percentage.

## ARTICLE XVIII
## MISCELLANEOUS

18.01 Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon the Partners, their legal representatives, heirs permitted transferees, successors and assigns.

18.02 Construction

This Agreement shall be interpreted and construed in accordance with the laws of Massachusetts.

18.03 Duplicate Originals

For the convenience of the Partners, any number of counterparts may be executed, and each counterpart shall be deemed to be an original document.

18.04 Usage

Whenever the singular is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the word "person" shall include a corporation, trust, partnership or other form of association.

18.05 Notices

Any notice, election or other communication provided for or required by this Agreement shall be in writing and shall be deemed to have been given when: (1) delivered by "hand"; or (2) 3 days after being deposited in the United States Mail with return

receipt requested and postage prepaid or (3) 2 days after deposit with a special courier, delivery prepaid (e.g. Federal Express) or (4) 1 day after telex (provided a telex number appears by the recipient's name on the signature page hereof or is otherwise given). To be effective all such communications must be properly addressed or telexed to the appropriate person at the address or telex number or such other address or telex number as has been furnished in writing to all Partners and the Partnership. Each notice to a General Partner shall be copied to Daniel A. Taylor, Esquire, Hill & Barlow, 225 Franklin Street, Boston, Massachusetts 02110.

18.06 Severability

If any term or provision shall be invalid or ineffective for any reason whatsoever, such invalidity or ineffectiveness shall not effect the validity of the remainder.

18.07 Titles and Captions

The titles and captions of the articles and sections have been inserted as a matter of convenience for reference only and shall not control or affect the meaning or construction of any of the terms.

18.08 Investment Representation

By execution, each Limited Partner warrants and represents that the Partnership interest acquired is only for such Partner's own account for investment, that such Partner has no present intention of selling, distributing or otherwise disposing of all or any part of such interest, that no United States securities laws, other than the laws of the state (i) in which the Property is located and (ii) stated in writing to the Partnership as such Partner's state of residence apply to this investment by virtue of such Partner's residence. If any Limited Partner is not a resident of the United States, such Partner represents than no securities or other laws of such Partner's jurisdiction of residence apply to this investment. Each Limited Partner acknowledges that the Partnership has no present intention of selling or otherwise disposing of its interest in the Property, and agrees that except as permitted hereby, such Partner will not sell or offer to sell all or any portion of his interest in the Partnership, nor will such Partner take any other action which would require the registration or approval of the Partnership interests or any sale offering under any federal or state securities law. Each Limited Partner by execution acknowledges that in reliance on such warranties, representations and agreements, its Limited Partnership interests and the sale thereof have not been registered under any state or federal securities statute. Each person executing this Agreement further warrants and represents that such person has full authority and capacity so to enter into this Partnership.

18.09 Amendments

This Agreement may be amended only by a written document signed by the General Partner(s) acting on their own behalf and as attorney-in-fact for the Class A, Class B and if any, Class C Limited Partners; provided, however, that if there are any Class C Limited Partner(s) and if such amendment would increase the amount of the capital contribution payable by or decrease the aggregate Participation Percentage allocated to the Class C Limited Partner(s), then such amendment must also be Approved by a Majority Interest of the Class C Limited Partner(s); and if such amendment would alter Section 7.01(c) 7.01(d), 16.01(e) or the Participation Percentage allocated to the Class B Limited Partner or the right of such Partner freely to assign to the Authority, then such amendment must also be Approved by the Class B Limited Partner. The Partners understand that certain modifications to this Agreement may be required in connection with approval by the Authority of a Housing Creation Agreement relating to the Affordable Housing Project. The Partners will cooperate in good faith to effect such modifications so long as they are consistent with the Letter of Intent attached as Appendix A.

18.10 Other

None of the provisions of this Agreement shall inure to the benefit of or be enforceable by any creditors or other third parties having claims against the Partnership. There are no warranties and representations by any Partner concerning the Partnership, its business or the Property unless the same are expressly set forth as such in this Agreement. A submission of a form of this Agreement does not constitute an offer to any person to become a Partner; an offer will only be made by a writing styled as such duly signed by a person desiring to become a Partner; and in no event will the Partnership be bound until it has accepted in writing and delivered such offer. This Agreement sets forth the entire Agreement among the parties and may be modified or amended only by a written document signed by all General Partners and in compliance with Section 18.09.

18.11 Other Affordable Housing

CCBA by its execution hereof agrees and declares that it will hold in trust all funds distributed hereunder as Cash Flow, as Net Capital Proceeds or otherwise as a return of or on account of its Capital Account after deducting funds, if any, expended by CCBA or Realty with respect to the Partnership or the Affordable Housing Project, and such funds held in trust by CCBA will be expended primarily for the development and operation of affordable housing in the general Chinatown neighborhood.

The undersigned certify, sign, swear to and seal this Agreement as of the date first above written.

GENERAL PARTNER:

CCBA Realty Corporation

By: _____
~~(Vice)~~ President

By: _____
(Assistant) Treasurer

CLASS A LIMITED PARTNER:

CHINESE CONSOLIDATED BENEVOLENT ASSOCIATION OF NEW ENGLAND

By: _____
~~(Vice)~~ President

By: _____
(Assistant) Treasurer

CLASS B LIMITED PARTNER:

PERRY/JAYMONT VENTURE
Jaymont (U.S.A.) Incorporated

By: _____
General Partner

~~A.W. Perry, Inc.~~ 125 Summer Street Corporation

By: _____
General Partner

APPENDIX A

## LETTER OF INTENT

This Letter of Intent sets forth the understandings between the Perry/Jaymont Venture ("Perry/Jaymont"), a Joint Venture comprised of A.W. Perry, Inc., a Massachusetts corporation,and Jaymont (U.S.A.) Incorporated, a Delaware corporation, with a principal place of business c/o Jaymont Properties Incorporated, 260 Franklin Street, Boston, Massachusetts 02110, and the Chinese Consolidated Benevolent Association of New England ("CCBA"), a Massachusetts charitable corporation, with a principal office 90 Tyler Street, Boston, Massachusetts 02111 with respect to the formation of a Massachusetts limited partnership for the purpose of building housing in the Chinatown section of the City of Boston.

## PRELIMINARY STATEMENT

Perry/Jaymont is the developer of a proposed office building, to be known and numbered as 125 Summer Street (the "Office Project"), to be constructed on a site containing approximately 31,100 square feet of land consisting of the properties at 115-117 Summer Street, 119-121 Summer Street, 123-129 Summer Street, 131-135 Summer Street, 137-141 Summer Street, 13-23 South Street, 16-20 Lincoln Street, 22-24 Lincoln Street, 26-32 Lincoln Street and the vacant land at 34-38 Lincoln Street. The Office Project will consist of a 22-story office building, containing approximately 448,445 square feet of gross floor area as defined in the Boston Zoning Code, with ground floor retail and service use and accessory parking on five below grade levels for approximately 300-400 vehicles. The Office Project is a Development Impact Project within the meaning of Article 26A of the Boston Zoning Code and is therefore required to make a Development Impact Project Contribution. Subject to certain provisions set forth below, Perry/Jaymont has elected to satisfy the Development Impact Project Contribution required pursuant to said Article 26A by means of the Housing Creation Option. In accordance with Section 3(b) of the Housing Creation Regulations adopted by the Boston Redevelopment Authority (the "Authority") pursuant to Section 26A-2.3.(a), Perry/Jaymont has proposed to pursue the Housing Creation Option by the formation of the partnership described herein, on the terms and conditions, among others, set forth herein, for the purpose of creating Affordable Housing in a housing development (the "Affordable Housing Project") to be constructed in the general Chinatown neighborhood.

Section 1. Definitions. Capitalized terms used herein which are defined in Article 26A of the Boston Zoning Code or in the Housing Creation Regulations shall have the meanings ascribed to them therein.

Section 2. Intent to Form Housing Creation Partnership. Perry/Jaymont and CCBA agree to form a single purpose Massachusetts limited partnership (the "Housing Creation Partnership") the sole purpose of which shall be to become the designated redeveloper of disposition parcel R-1 in the South Cove Urban Renewal Area, or of such other parcel in such Urban Renewal Area as the Authority and the Housing Creation Partnership shall determine to be a feasible location for the proposed Affordable Housing Project, and to develop, own and operate thereon the Affordable Housing Project. The initial partners of the Housing Creation Partnership shall be:

(a) General Partner(s):

(i) CCBA or any wholly owned subsidiary of CCBA and

(ii) if so designated by CCBA, such individual or group of individuals or entity designated by CCBA who or which possess the expertise and financial capacity to undertake the Affordable Housing Project (the "Developer"). In accordance with the Housing Creation Regulations, the identity of the Developer shall be subject to the approval of the Authority, but Perry/Jaymont shall have no right of approval of the Developer selected by CCBA.

(b) Class A Limited Partners (including subclasses thereof): Such persons as the General Partners may admit to the Housing Creation Partnership from time to time, upon such terms and conditions as the General Partners may determine.

(c) Class B Limited Partner: Perry/Jaymont or an entity designated by Perry/Jaymont which is wholly owned by Perry/Jaymont provided that if such designated entity shall become the Class B Limited Partner, the obligation of such entity to make the capital contribution in the amounts and at the times set forth in Section 4 hereof shall be unconditionally guaranteed by Perry/Jaymont.

So long as the provisions of Section 4 of this Letter of Intent are reflected in all respects in the Partnership Agreement, as hereinafter defined, from time to time, the Partnership Agreement may contain such terms and conditions, and may be amended and restated upon such terms and conditions, as the General Partner(s) may determine.

Section 3. Interests in Housing Creation Partnership. The interests in the profits and losses of the Housing Creation Partnership, including in the profits and losses and cash proceeds arising from the sale or refinancing of the Affordable Housing Project, shall be allocated .001% to the Class B Limited Partner and 99.999% to the General Partner(s) and Class A Limited Partners. To the extent permitted by the Authority in connection with its approval of the Housing Creation Partnership or the execution of the Housing Creation Agreement, Perry/Jaymont agrees that the Agreement and Certificate of Limited Partnership ( the "Partnership Agreement") of the Housing Creation Partnership shall not provide for any return of capital to Perry/Jaymont upon the sale of the Affordable Housing Project, upon the dissolution of the Housing Creation Partnership, or upon any other event. To the extent permitted by the Authority, the Partnership Agreement will provide that Perry/Jaymont will receive an initial capital account equal to the cash amounts it contributes to the capital of the Housing Creation Partnership; and that the class comprised of the General Partner(s) and Class A Limited Partners will receive an imputed capital account equal to the ratio which the interests of the General Partner(s) and the Class A Limited Partners in the Housing Creation Partnership bears to the interest of Perry/ Jaymont therein. If and to the extent required by the Authority, the interest of Perry/Jaymont in the Housing Creation Partnership shall be assignable, without the consent of the General Partners, to the Authority or its designee.

Section 4. Capital Contribution by Class B Limited Partner; Limitation on Liability and Obligation of Class B Limited Partner. The Partnership Agreement shall provide that Perry/Jaymont shall contribute to the capital of the Housing Creation Partnership, at the times and on the conditions set forth herein, an amount equal to the Net Present Value as follows:

(a) Upon the (i) the approval by the Authority of the Development Impact Project Plan for the Office Project; and (ii) the grant to Perry/Jaymont by the Boston Board of Appeal of all of the zoning relief described in such Development Impact Project Plan and the expiration, without appeal, of the statutory appeal

period following the grant of such relief provided in St. 1956, c. 665, Section 11 (the "Final Zoning Approval Date") Perry/Jaymont will contribute to the capital of the Housing Creation Partnership as seed money for the cost of undertaking preliminary architectural and financial feasibility studies for the Affordable Housing Project an amount equal to five percent (5%) of the Net Present Value (the "First Installment").

(b) On the Final Permit Date, as hereinafter defined, Perry/Jaymont shall deposit with a third party escrowee, pursuant to a written escrow agreement (the "Escrow Agreement") among Perry/Jaymont, the Housing Creation Partnership, the Authority and the escrowee, an amount equal to the Net Present Value reduced by the amount of the First Installment. Such Escrow Agreement shall provide for the release from time to time to the Housing Creation Partnership, as additional installments of capital contributed to the Housing Creation Partnership by Perry/Jaymont, of such amount as the General Partner(s) may determine are required in connection with the development of the Affordable Housing Project. All amounts held in such escrow shall be invested in accordance with the escrow agreement for the benefit of the Housing Creation Partnership except as provided in Section 5 below. As used herein, the term "Final Permit Date" shall mean the date on which the appeal period provided in the Commonwealth of Massachusetts State Building Code to appeal from the issuance to Perry/Jaymont of a full building permit for the Office Project shall have expired without appeal.

(c) The precise amount of the Net Present Value to be contributed by Perry/Jaymont as capital to the Housing Creation Partnership will determined by the Authority in accordance with said Article 26A based upon the gross floor area, as defined in the Boston Zoning Code, of the Office Project as shown in the contract documents submitted to the Department of Inspectional Services and upon which the building permit for the Office Project is issued. Upon such determination an amendment to the Partnership Agreement of the Housing Creation Partnership shall be filed with the Secretary of the Commonwealth specifying the Net Present Value and all amount theretofore contributed to the capital of the Housing Creation Partnership by Perry/Jaymont. Prior to such determination, and for the purpose of calculating the First Installment, the parties will use a pro forma Net Present Value of $1,382,228, calculated in accordance with the Housing Creation Regulations by applying a discount rate of 8.5% to payments which would have been made over a seven year period, commencing at an assumed Final Permit Date of January 31, 1987, in

the aggregate amount of $1,742,225 which is Perry/Jaymont's present estimate of the Housing Contribution Grant which would have been payable with respect to the Office Project under Section 26A-3.2.(a).

(d) The sole obligation of Perry/Jaymont as Class B Limited Partner of the Housing Creation Partnership shall be to contribute to the capital of the Housing Creation Partnership the Net Present Value at the times and upon the conditions set forth in this Section 4. Without limiting the generality of the foregoing, Perry/Jaymont shall have no control of or responsibility for the development of the Affordable Housing Project or for the payment of any other or further amounts, or the provision of any credit or facility, to or on behalf of the Housing Creation Partnership.

Section 5. Termination of Obligation; Withdrawal of Class B Limited Partner. The Partnership Agreement of the Housing Creation Partnership and the Escrow Agreement shall provide that if any of the events hereinafter described shall occur, Perry/Jaymont shall have the right, exercisable by notice in writing to the General Partner(s) and to the Escrowee (if the Escrow Agreement is then in effect) at any time from and after the occurrence of any such event, to withdraw from the Housing Creation Partnership as Class B Limited Partner and to extinguish all further obligations of Perry/Jaymont under the Partnership Agreement of the Housing Creation Partnership to make capital contributions thereto. The giving of such notice shall constitute an instruction to the escrowee pursuant to the Escrow Agreement to refrain from any further release of amounts held pursuant to the Escrow Agreement, including any undisbursed interest earned on the sums held thereunder, to the Housing Creation Partnership. Such events shall include:

(a) the Final Zoning Approval Date shall not have occurred within four months after the date of the date of formation of the Housing Creation Partnership, Perry/Jaymont hereby agreeing to use reasonable efforts to cause such date to occur within such period.

(b) the failure or refusal of the Authority to grant tentative designation to the Housing Creation Partnership as the redeveloper of disposition parcel R-1 in the South Cove Urban Renewal Area, or of such other parcel in such Urban Renewal Area or adjacent area as the Authority and the Housing Creation Partnership shall determine to be a feasible location for the proposed Affordable Housing Project within one year after the Final Permit Date;

(c) the failure or inability of the Housing Creation Partnership to obtain a commitment for financing of the Affordable Housing Project within eighteen months after the Final Permit Date; or

(d) the failure of the Housing Creation Partnership to close the construction mortgage financing for and commence construction of the Affordable Housing Project within two years after the Final Permit Date.

Section 6. Extent of Agreement. The execution of this Letter of Intent does not create any partnership relationship between Perry/Jaymont and CCBA, but only evidences the intent of the parties to negotiate in good faith to agree on the terms of the Partnership Agreement incorporating the terms and conditions set forth herein. Without limiting the generality of the foregoing, no joint venture, general partnership or limited partnership is implied or created by the submission, execution or delivery of this Letter of Intent. If Perry/Jaymont and CCBA are unable so to reach agreement on terms of the Partnership Agreement for the Housing Creation Partnership within two months after the approval by the Authority of the Development Impact Project Plan for the Office Project, this Letter of Intent shall terminate and be of no continuing force or effect.

EXECUTED this 17th day of July, 1986.

PERRY/JAYMONT VENTURE

By: Jaymont (U.S.A.) Incorporated,
General Partner

By: _____
Richard E. Eichhorn,
Vice President

CHINESE CONSOLIDATED BENEVOLENT ASSOCIATION OF NEW ENGLAND

By: _____
Davis Woo, President

# 4

# LETTER FROM THE CCBA

July 14,1987

Mr. Larry Dwyer, Chairman
Neighborhood Housing Trust
City Hall
Boston, MA 02201

RE: Chinese Consolidated Benevolent Association of New England
Parcel 3B-2B, 180 Shawmut Avenue
Chinatown, Boston, MA
40 Rental Units

Dear Mr. Dwyer,

Pursuant to the Rules and Regulations for Operations of the Neighborhood Housing Trust of the City of Boston, this letter is intended to outline why the Chinese Consolidated Benevolent Association (CCBA) feels that the development of Parcel 3B-2B at 180 Shawmut Avenue is an appropriate use for linkage funds distributed through the Neighborhood Housing Trust.

I. Description of the Development

Perry/Jaymont Venture has entered into a partnership agreement with the CCBA and its subsidiary, CCBA Realty Corporation, forming a Massachusetts limited partnership known as CCBA Limited Partnership (the "Housing Creation Partnership) to develop the affordable housing project. The Housing Creation Partnership is a Massachusetts limited partnership, the sole purpose of which is to develop, own and operate an affordable housing project in or near the Chinatown area of Boston. The CCBA Realty Corporation, a wholly owned subsidiary of the CCBA, is the General Partner of the Housing Creation Partnership, while Perry/Jaymont is a Limited Partner whose sole obligation is to contribute to the capital of the Partnership.

The Housing Creation Partnership proposes the development of 40 rental units on BRA Parcel 3B-2B at 180 Shawmut Avenue in the South End Urban Renewal Area. The development emphasizes family housing: the unit mix consists of 11 4-bedroom units, 20 3-bedroom units, 5 2-bedroom units, and 4 1-bedroom units. The average unit size (net rentable square footage) is 1,150 square feet. An underground garage will provide 27 parking spaces. Common laundry facilities and a community room are also provided. The total building area is approximately 70,945 square feet.

The total development cost is projectd to be $6.5 million. The Housing Creation Partnership plans to use the capital contributed by Perry/Jaymont as leverage for additional funds for the project. The Housing Creation Partnership will apply for a

loan of $5.6 million from the State Housing Assistance for Rental Production (SHARP) program, which will allow the units to be rented at Section 8 or State 707 rent levels. The Housing Creation Partnership also plans to raise operating subsidies through the use of syndication funds. If the Housing Creation Partnership is successful in obtaining all of the above-mentioned funds, a minimum of 66% of the devlopment's units will be affordable to low- and moderate-income families. If possible, the Housing Creation Partnership will committ 100% of the units as affordable to low- and moderate-income families. It is expected that the affordable units will be maintained for a minimum of 15 years. In accordance with SHARP regulations, the Housing Creation Partnership may recomment the "recycling" of SHARP loan repayment proceeds to maintain the affordability of the units, allowing the Partnership to maintain the affordable units for a minimum of 30 years.

II. Demand for Housing

Chinatown/South Cove is unique in that it is a cohesive, predominantly Chinese residential neighborhood within a light industrial district. The area is characterized by small brick buildings, four to seven-story warehouses and older medium-rise office buildings.

Because of the high cost of real estate in the area, Chinatown is a densely developed neighborhood. Although population counts are difficult to verify, it is believed that the population density in Chinatown is the highest of all Boston neighborhoods. The quality of the housing stock is also a problem in the Chinatown neighborhood: according to a 1975 City survey, 22% of Chinatown's housing units are considerd dilapidated or deteriorated and 50-70% of the existing units are in need of substantial rehabilitation in excess of $1000.

The recent relaxation of restrictions on Asian immigration has compounded the housing shortage, creating an even greater need for inexpensive and subsidized family units. As long as Chinatown/South Cove continues to be the major entry point for Asian immigrants to New England, the population density will continue to be high and demands for affordable family housing units, particularly large family units, will continue to increase.

III. Developer's Experience

The CCBA, which completely owns the subsidiary CCBA REatly Corporation which in turn is the general partner of this Housing Creation Partnership, has successfully developed subsidized rental housing in the Chinatown community. The CCBA sponsored the development of Tai Tung Village, a mixed-use project that contains 214 rental housing units, 16 commercial spaces, and 110 off-street parking spaces. The project was built in 1973 through the Federal Section 221(d)(3) program. All 214 units are

subsidized through the 100% Section 8 Loan Management Set-aside program. The CCBA participates in the ownership and management of the project through two wholly-owned subsidiaries, Tai Tung, Inc. and Hudson Tower, Inc., both of whom are general partners of the limited partnership that owns the projects. The CCBA provided funding and assistance to the tenants to organize themselves to work with management on issues relating to the project; the CCBA is currently working with the Tai Tung Village Tentant Association on such matters as security and capital improvements.

The CCBA is currently developing Tremont Village, which is located at Tremont, Jefferson and Church Streets in the South Cove neighborhood. The project, which is currently under construction, consists of 20 townhouse rental units that will be affordable to low-income families. The project has received funding from the State Chapter 705 program.

The CCBA has also developed the Chinese Community Service Center. The CCBA rehabilitated the original Quincy School, an historical building of approximately 27,000 square feet, to house various community service organizations and community-oriented enterprises. The CCBA owns and manages this development.

IV. Demonstration of Need for Linkage Funds

The preliminary development budget of $6.5 million for this 70,945 square foot project compares very favorably with other new construction projects in the City of Boston. The total development cost per square foot (approximately $92/sf for the total building area) is below or comparable to the development costs fo other mid-rise apartment buildings with underground parking and elevator access. The per unit development cost ($105,000/unit excluding garage, community and common space) also compares favorably with other projects. It is the intent of the Housing Creation Partnership to use "linkage funds" to maximize the number of affordable units in this project. But for the application of those "linkage funds" to this project, this project could not secure construction or permanent financing and would not be built.

V. Project Benefits (Neighborhood Housing Trust Criteria)

A. Developer Eligibility

The CCBA has extensive experience in the construction industry and very successful experience in the provision of affordable housing. The sponsor is in good standing in the City of Boston and is current on all tax payments and has not been charged with any arson related, discrimination, or housing complaints.

B. Development Eligibility

The development could not be built but for the linkage funds requested. Linkage funds are needed to cover the costs of preliminary feasibility studies, legal, design, engineering, and consulting services, mortgage application and permit fees, and other miscellaneous mortgagable development costs to be incurred by the Housing Creation Partnership. Linkage funds will be used solely for the purpose of making possibe the construction and rental of these units at affordable prices. The housing units will be built in full compliance with the Boston Jobs Ordinance, fair housing and equal opportunity and building code requirements. Site control has been received through the BRA's tentative designation of the CCBA as developer of the site.

C. Competitive Development Benefits

The CCBA should be a strong candidate for the receipt of linkage funds thorough the Housing Creation Process. This development meets all Trust review criteria enumerated in the Neighborhood Housing Trust rules and regulations Section V (F)(2) as follows:

a) The project will contain a minimum of 27, and as many as 40, affordable housing units.

b) A minimum of 66% (27 of 40) of the housing units will be affordable to low- and moderate-income households. If possible, the CCBA will make 100% of the units affordable.

c) The amount of Trust funds requested per affordable unit will be $51,194 if 66% of the units become affordable to low- and moderate-income households. If 100% affordability is achieved, the amount of Trust funds requested per affordable unit will be $34,556. Although the per-unit subsidy appears large, the Trust is reminded that close to 80% of the project's units contain 3 or 4 bedrooms. The amount of funds requested would average $11,714 per bedroom, or $19.48 per square foot, if all of the units are affordable.

d) The developer has experience, as descibed above, and is qualified to proceed with this development.

e) The CCBA is allowed 9 months from the date of tentative designation to obtain complete financing for the project. Construction is scheduled to begin in the Spring of 1988, and to be completed within 12 months.

f) It is expected that the affordable units will be maintained for a minimum of 15 years. In accordance with SHARP regulatins, the Housing Creation Partnership may recomment the "recycling" of SHARP loan repayment proceeds to maintaint the affordability of the units for an additional 15 years.

g) In accordance with MHFA and SHARP regulations, a minimum of 10 of the 40 units (25%) will be reserved for low-income households.

h) 4 of the 40 housing units (10%) will be reserved for special needs households.

i) The development will be built in compliance with the Boston Jobs Ordinance, thereby guaranteeing opportunities for local, female, and minority labor.

j) The CCBA Realty Corporation, a wholly-owned subsidiary of the CCBA and General Partner in the Housing Creation Partnership, is a minority business enterprise.

k) The preliminary funding sought at this time will be made available for project affordability as the project financing is put in place, with long term financing arrangements to be made during the coming months.

l) The Chinatown neighborhood has not received any previous distribution of linkage funds.

I hope this letter adequately outlines the benefits of the 180 Shawmut Avenue development and the need for Neighborhood Housing Trust funds.

If you have any questions, please do not hesitate to call.

Sincerely,

Davis Woo

Davis Woo
President
Chinese Consolidated
Benevolent Assocition

# 5

# FACT SHEET

# FACT SHEET

## HOUSING CREATION PROPOSAL

## FOR

## 180 SHAWMUT AVENUE

| | |
|---|---|
| Proposal: | 40 Units of Rental Housing |
| Developer: | CCBA Limited Partnership<br>General Partner: CCBA Realty Corporation<br>Limited Partners: Chinese Consolidated Benevolent Association of New England<br>Perry/Jaymont Venture |
| Architect: | Larkin, Glassman & Prager Associates, Inc. |
| Site: | BRA Parcel 3B-2B, South End Urban Renewal Area, 180 Shawmut Avenue |
| Lot Size: | 16,586 square feet |
| Zoning District: | M-2, Restricted Manufacturing |
| Variance: | Conditional Use |
| Unit Mix: | 4 1-bedroom units<br>5 2-bedroom units<br>20 3-bedroom units<br>11 4-bedroom units |
| Height: | 8 Stories (top 2 floors set back); approximately 54 feet to front parapet, 72 feet in total height |
| Parking: | 27 spaces provided in underground garage |
| Amenities: | Community space, common laundry facilities, balconies and rooftop open space, elevator access |
| Development Cost: | Estimated $6.5 million |
| Financing: | Linkage contribution of $1,382,228 will be used to leverage an operating subsidy loan of approximately $5.7 million from the State Housing Assistance for Rental Production (SHARP) program. |
| Affordability: | A minimum of 66% of the units will be affordable to low- and moderate-income households at State 707 rent levels. If possible, the developer will commit 100% of the units as affordable housing. |

# 6

# LOCATION MAP

# HOUSING CREATION SITE

# 7

# DEVELOPMENT BUDGET

Estimated Development Budget
Chinese Consolidated Benevolent Association Housing Creation
Parcel 3B-2B, 180 Shawmut Avenue, South End

I. Use of Funds:

| | |
|---|---|
| Hard Costs | |
| Residential Construction | $4,855,000 |
| Commercial Construction | 469,000 |
| Soft Costs | |
| Architect/Engineering | 185,000 |
| Construction Bond | 35,000 |
| Construction Permit | 50,000 |
| Construction Management (Clerk) | 45,000 |
| Legal | 70,000 |
| Insurance | 30,000 |
| Title and Recording | 21,000 |
| Accounting | 17,000 |
| Rent-up, Marketing | 12,000 |
| Finance Fees (MHFA) | 155,000 |
| Construction Loan Interest | 300,000 |
| Developer's Fee (Consultant expenses) | 100,000 |
| Total Development Cost | $6,344,000 |
| Land Acquisition | To be determined |

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# PREDEVELOPMENT EXPENSE BUDGET

Pre-Development Expense Budget
Chinese Consolidated Benevolent Association Housing Creation
Parcel 3B-2B, 180 Shawmut Avenue, South End

| | |
|---|---|
| Development Consultant | $ 30,000 |
| Transportation Consultant | $ 5,000 |
| Environmental Consultant | $ 15,000 |
| Architect | $ 135,000 |
| Legal | $ 50,000 |
| Marketing, Management | $ 15,000 |
| | --- |
| Total Pre-Development Expenses | $ 250,000 |

# 9

# TENTATIVE DESIGNATION MEMO

MAY 21, 1987

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM RICARDO MILLETT, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT, AND
RONALD FONG, PROJECT MANAGER

SUBJECT: TENTATIVE DESIGNATION OF PARCEL 3B - 2B IN THE SOUTH END URBAN RENEWAL AREA

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SUMMARY: This memorandum requests that the Authority tentatively designate the Chinese Consolidated Benevolent Association as the redeveloper of Parcel 3B 2B for the creation of approximately 40 units of mixed income housing in the South End Urban Renewal Area.

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The Chinese Consolidated Benevolent Association (CCBA) proposes to develop approximately 40 rental units on Parcel 3B - 2B at 180 - 192 Shawmut Avenue in the South End Urban Renewal Area. The site, which consists of 16,587 square feet of vacant land, lies between East Berkeley and Herald Streets across from Castle Square.

The project proposed by the CCBA emphasizes family housing. The unit mix consists of 11 4-bedroom units, 20 3-bedroom units, 5 2-bedroom units and 4 1-bedroom units. The average unit size (net rentable square footage) is 1,138 square feet. An underground garage will provide 27 parking spaces. Common laundry facilities and a community room are also provided. The total building area is approximately 73,905 square feet.

The development of this project is proposed to be made possible by a linkage contribution from Perry/Jaymont Venture, developer of 125 Summer Street in the financial district. Perry/Jaymont Venture has submitted a Development Impact Project Agreement regarding the 125 Summer Street project, through which the developer has agreed to contribute approximately $1,742,225 for the creation of affordable housing. Perry/Jaymont has elected to contribute the net present value of the contribution (approximately $1,382,228) at such time as a building permit is granted for 125 Summer Street and subsequent to the approval of their Housing Creation Proposal by the Neighborhood Housing Trust.

Perry/Jaymont Venture has chosen to satisfy the Development Impact Project Contribution by means of the Housing Creation Option. As the 125 Summer Street project is located adjacent to the Chinatown neighborhood of the City of Boston, the developer has chosen to cause the creation of affordable housing in a housing development within or adjacent to the Chinatown neighborhood. The developer has entered into a partnership agreement with the Chinese Consolidated Benevolent Association to develop the affordable housing project. The formation of this Housing Creation Partnership was described in the DIP Agreement which was approved by the Authority on July 17, 1986.

The Housing Creation Proposal has not yet been submitted by Perry/Jaymont, and therefore has yet to be approved by the Neighborhood Housing Trust and the Authority.

The total development cost of the housing project is approximately $6.5 million. The CCBA plans to use the DIP Contribution as leverage for additional funds for the project. The CCBA will apply for a loan from the State Housing Assistance for Rental Production (SHARP) program, which will allow the units to be rented at Section 8 or State 707 rent levels. The CCBA also plans to raise operating subsidies through the use of syndication funds. If the CCBA is successful in obtaining all of the above-mentioned funds, a minimum of 66% of the development's units will be affordable to low- and moderate-income families. Upon the clarification of the financing of the project and the commitment of funds, the CCBA will present a final development proposal to the Authority for its final approval.

Should the Authority approve tentative designation, the CCBA will seek to secure a Conditional Use Permit to allow for the construction of housing. The CCBA will also submit a survey, final working drawings and specifications, and evidence of firm financial commitments from banks or other sources, which will conform with the Authority's Standards and Guidelines.

It is therefore recommended that the Authority tentatively designate the Chinese Consolidated Benevolent Association as Redeveloper of Parcel 3B - 2B in the South End Urban Renewal Area.

An appropriate resolution is attached.

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: TENTATIVE DESIGNATION OF REDEVELOPER
DISPOSITION PARCEL 3B - 2B
SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56

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WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority") has entered into a contract for loan and capital grant with the Federal Government under Title 1 of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. Mass. R-56, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title 1, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, the Chinese Consolidated Benevolent Association has submitted a satisfactory proposal for the development of Disposition Parcel 3B - 2B in the South End Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment;

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That the Chinese Consolidated Benevolent Association be and hereby is tentatively designated as Redeveloper of Parcel 3B - 2B in the South End Urban Renewal Area subject to:

(a) Concurrence in the proposed disposal transaction by the Department of Housing and Urban Development;

(b) Publication of all public disclosure and issuance of all approvals required by the Massachusetts General Laws and Title I of the Housing Acts of 1949, as amended;

(c) Submission within two hundred seventy (270) days in a form satisfactory to the Authority of:

(i) Evidence of the availability of necessary equity funds, as needed; and

(ii) Evidence of firm financial commitments from banks or other lending institutions; and

(iii) Final Working Drawings and Specifications; and

(iv) Proposed development and rental schedule.

2. That disposal of said Parcel by negotiation is the appropriate method of making the land available for redevelopment.

3. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

4. That the developer be and hereby is authorized to petition the Board of Appeals for any zoning changes that may be necessary to complete the proposed development.

5. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

MEMORANDUM JULY 16, 1987

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICARDO MILLETT, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
RON FONG, PROJECT MANAGER

SUBJECT: HOUSING CREATION PROPOSAL SUBMITTED BY
PERRY/JAYMONT VENTURE

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EXECUTIVE SUMMARY: Perry/Jaymont Venture, developer of a high-rise office/retail building at 125 Summer Street, has submitted a linkage proposal that would commit its $1.7 million linkage funds to cause the creation of affordable housing within or adjacent to the Chinatown neighborhood. For this purpose, the developer has entered into a partnership with the Chinese Consolidated Benevolent Association of New England. Approval of this Housing Creation Plan is requested.

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On July 17, 1986, the Boston Redevelopment Authority approved the Development Impact Project Agreement (DIP Agreement) submitted by Perry/Jaymont Venture regarding the project known as 125 Summer Street. 125 Summer Street is a highrise office building sited on a 31,100 square foot parcel of land at Dewey Square. By means of the DIP Agreement, Perry/ Jaymont Venture has elected to satisfy its linkage obligation through the Housing Creation Option. As the 125 Summer Street project is located adjacent to the Chinatown neighborhood of the City of Boston, the developer has chosen to cause the creation of affordable housing in a housing development within or adjacent to the Chinatown neighborhood. For this purpose, the developer has entered into a partnership with the Chinese Consolidated Benevolent Association of New England (CCBA) and submitted the attached Housing Creation Plan. The CCBA, or a wholly-owned subsidiary of the CCBA, is the general partner of this Partnership, known as the CCBA Limited Partnership (The CCBA Limited Partnership is described in Sections 2 and 3 of the Housing Creation Plan.)

Under the Housing Payment Option in the DIP Agreement, Perry/Jaymont Venture would be obligated to pay approximately $1,742,225 in Development Impact Project Exactions to the city over 7 years in equal annual installments of $248,889.29 commencing in late-1987. In accordance with the Authority's Housing Creation Regulations, a discount rate will be applied to the annual DIP Exaction payments to determine the Net Present Value of the linkage obligation. The Net Present Value will be paid into escrow for the benefit of the CCBA Limited Partnership upon issuance of a building permit and expiration of the appeal period within which to appeal such issuance (the "Final Permit Date") for the 125 Summer Street project, expected later this month.

The CCBA, or a wholly-owned subsidiary development entity created by the CCBA for the development of this project, received on May 21, 1987 the Authority's tentative designation to develop Parcel 3B-2B and has nine months in which to complete development planning and secure financial commitments. The CCBA, through the CCBA Limited Partnership proposes to develop the 40 units of rental housing on this vacant parcel. The project emphasizes family housing: the unit mix consists of 11 4-bedroom units, 20 3-bedroom units, 5 2-bedroom units and four 1-bedroom units. The average unit size (net rentable square footage) will be approximately 1,138 square feet. An underground garage will provide 27 parking spaces. Common laundry facilities, a community room, and elevators will also be provided in this mid-rise structure.

The CCBA Limited Partnership will seek MHFA Financing and funds from the State Housing Assistance for Rental Production (SHARP) program to allow a minimum of 25% of the units to be rented at State 707 certificate rent levels. The Partnership also intends to apply low-income housing tax credit syndication proceeds and any other available funds to the project so as to produce the maximum number of affordable units.

The Housing Creation Plan calls for approval of the creation of the CCBA Limited Partnership. The Partnership Agreement (see Section 3) establishes the CCBA's wholly-owned realty subsidiary (CCBA Realty Corporation) as general partner and Perry/Jaymont Venture as a limited partner. The Agreement calls for Perry/Jaymont to contribute to the capital five (5%) percent of the Net Present Value immediately upon such approval and the balance of the Net Present Value of its DIP Exactions into escrow for the benefit of the Partnership on the Final Permit Date. At that point Perry/Jaymont Venture will assign its interests in the CCBA Limited Partnership to the Authority as agent for the Neighborhood Housing Trust. Perry/Jaymont Venture expects to make the payment into escrow within the next ninety days. Having established the partnership and after making its net present value linkage payment and assigning its interest in the CCBA Limited Partnership to the Authority, Perry/Jaymont will have fulfilled its DIP Exaction obligations and have no further involvement in the housing project.

Pre-development funding is needed to undertake preliminary feasibility studies for the affordable housing project and contract for architectural and other services necessary to ready the project for construction funding. The seed money funds will be used for mortgageable development costs.

Several items remain for later review by the Neighborhood Housing Trust and approval by the Authority. These include (1) determination of the final amount of linkage dollars which will be needed to complete funding of the project, (2) the terms and conditions under which that permanent commitment will be made, and (3) certain specific terms of the CCBA Limited Partnership Agreement and Certificate (not inconsistent with the DIP Plan and the Letter of Intent between Perry/Jaymont Venture and CCBA), some of which may need to be altered to reflect legal requirements of the participation of the Authority or the Neighborhood Housing Trust therein and the financial terms of the arrangements made as the project financing is assembled.

It is requested therefore that the Housing Creation Plan for seed money funding and approval of the CCBA Limited Partnership submitted by Perry/Jaymont Venture for BRA Parcel 3B-2B at 180 Shawmut Avenue be approved as submitted.

Appropriate votes follow:

VOTED: That the Authority finds after consideration of the evidence submitted at a public hearing on this date, July 16, 1987, regarding the Housing Creation Proposal submitted by Perry/Jaymont Venture: (1) that Perry/Jaymont Venture is obligated to pay approximately $1,742,225 in Development Impact Project Exactions pursuant to Article 26A of the Boston Zoning Code and a Development Impact Project Agreement for the 125 Summer Street development entered into by the Perry/Jaymont Venture and the Boston Redevelopment Authority on May 18, 1987; (2) that Perry/Jaymont Venture submitted on July 16, 1987 a Housing Creation Proposal pursuant to Section 26A-3.2 of the Boston Zoning Code; (3) that the Neighborhood Housing Trust has reviewed said Proposal and has made recommendations to the Authority with regard thereto; (4) that Perry/Jaymont Venture has entered into a Partnership Agreement with the Chinese Consolidated Benevolent Association of New England (CCBA), or a wholly-owned subsidiary of the CCBA for the purpose of creating affordable housing; (5) that the CCBA or a wholly-owned subsidiary has received the Authority's tentative designation as redeveloper of Parcel 3B-2B in the South End Urban Renewal Area; (6) that the CCBA, through the CCBA Limited Partnership, proposes to develop approximately 40 units of rental housing on said Parcel 3B-2B; (7) that a need for pre-development funding of CCBA Limited Partnership to enable development planning for said housing exists; (8) that but for said development planning funding, said housing would not be built; (9) that application of the Development Impact Project Exactions from Perry/Jaymont Venture as proposed in its Housing Creation Proposal is necessary and appropriate to the development of said affordable housing on BRA Parcel 3B-2B; (10) that the deposit of the Net Present Value of the Perry/Jaymont Venture DIP Exaction into escrow pursuant to the CCBA Limited Partnership Agreement and Certificate, together with assignment to the Authority or the Neighborhood Housing Trust of Perry/Jaymont Venture interests in the CCBA Limited Partnership Agreement, full compliance by Perry/Jaymont Venture with Article 2 of the DIP Agreement executed by it and dated May 18, 1987.

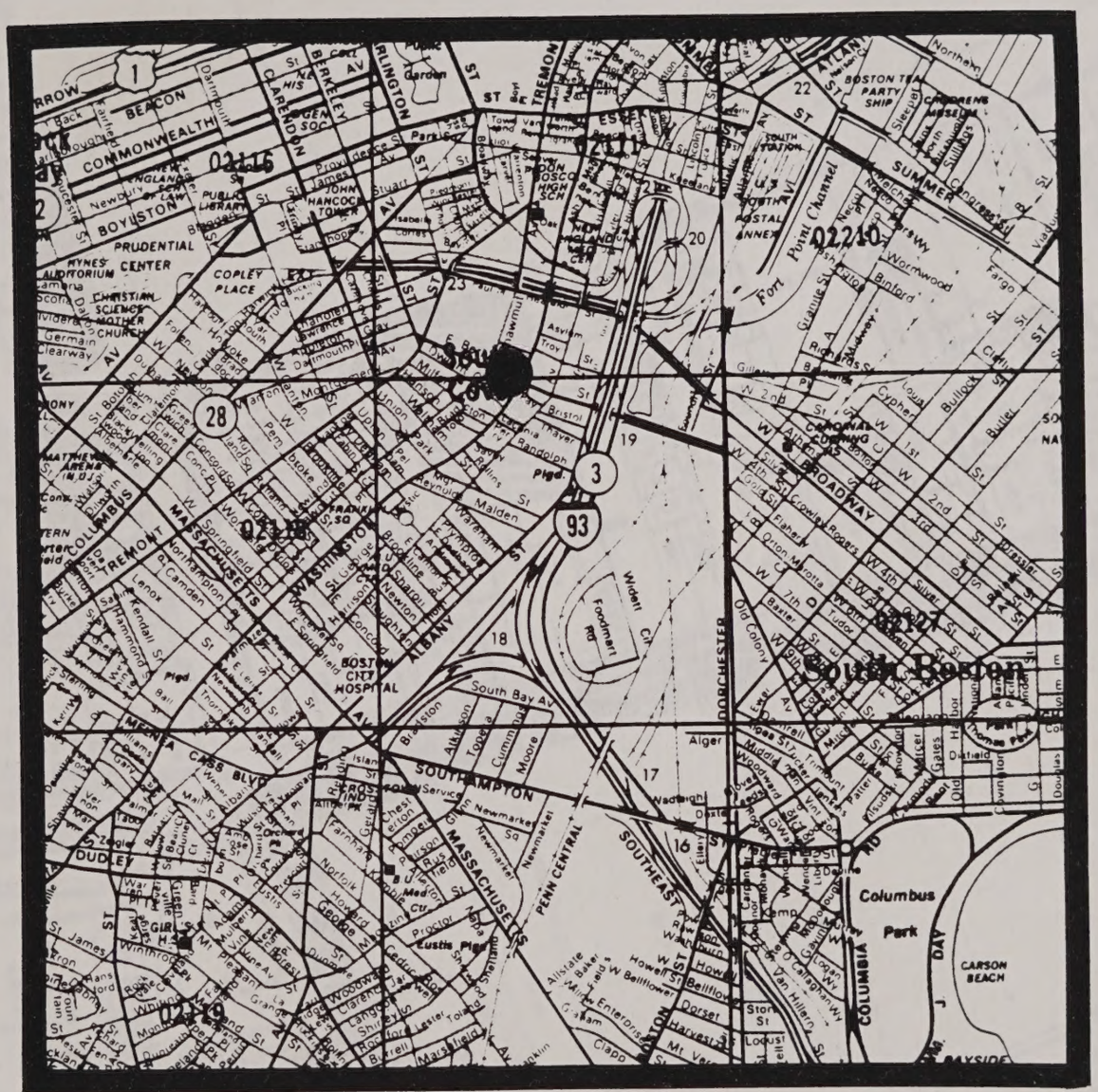
AND FURTHER
VOTED: That the Housing Creation Plan for pre-construction funding for the CCBA Limited Partnership in an amount not to exceed $250,000 as submitted by Perry/Jaymont Venture on July 16, 1987 is hereby approved;

AND FURTHER
VOTED: That the Director be and hereby is authorized to enter into housing creation and escrow agreements pursuant to Section 10 of the Housing Creation Regulations and such other documents and on such terms and conditions as may be necessary to implement the Housing Creation Plan and ensure the successful development of BRA Parcel 3B-2B as affordable housing by the CCBA and/or the CCBA Limited Partnership, each on such terms and conditions as the Director may deem necessary and/or appropriate; provided (1) that the escrow deposit of the Net Present Value of the Development Impact Project Exactions as provided for in the CCBA Limited Partnership Agreement and said Housing Creation Regulations shall be in the name of the Authority as agent for the Neighborhood Housing Trust or the Neighborhood Housing Trust directly; (2) that the interest thereon accrue to the Neighborhood Housing Trust; (3) that Perry/Jaymont Venture assign its interests in the CCBA Limited Partnership upon payment of said Net Present Value amount in the said escrow account; (4) that such funding shall be returned to the Neighborhood Housing Trust directly or via the Authority to the extent that they are available as Net Capital Proceeds at project financing; and (5) that CCBA Limited Partnership amend its Agreement and Certificate, dated July 17, 1986, and such other documents as may be necessary to effectuate the above conditions; and

AND FURTHER
VOTED: That the Director be authorized to determine a discount rate by the method set forth in the Housing Creation Regulations adopted by the Authority on April 17, 1986 upon submission of documentation by Perry/Jaymont Venture satisfactory to the Director and to determine the resulting Net Present Value as defined in said Housing Creation Regulations of DIP Exactions due under the 125 Summer Street DIP Agreement dated May 18, 1987, and that the Director be authorized further to issue a certificate of compliance to Perry/Jaymont Venture upon request therefor and upon compliance by Perry/Jaymont Venture with the requirements imposed upon Perry/Jaymont Venture by Article 2 of said DIP Agreement, by the CCBA Limited Partnership Agreement, and by the housing creation agreement.

# HOUSING CREATION SITE LOCATION MAP

# 180 SHAWMUT AVENUE



# HOUSING CREATION SITE

PARCEL 3B-2B, 180-192 SHAWMUT AVENUE